

REQUEST FOR PROPOSALS

No. 21-010

For

**PROFESSIONAL ENGINEERING SERVICES FOR THE CITYWIDE BUS
SIGNAL PRIORITY PROJECT**

Capital Improvement Project No. 17-07

FTIP No. LAF7311



City of Downey

11111 Brookshire Avenue

Downey, CA 90241

Issue Date: August 27, 2021

Proposal Due Date: September 23, 2021

**CITY OF DOWNEY
REQUEST FOR PROPOSALS FOR
PROFESSIONAL ENGINEERING SERVICES
FOR THE CITYWIDE BUS SIGNAL PRIORITY PROJECT
CAPITAL IMPROVEMENT PROJECT NO. 17-07
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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the City of Downey is accepting proposals from qualified professional consulting firms to design and assist with the implementation of the City of Downey Citywide Bus Signal Priority (BSP) Project. The selected firm will be responsible for services in accordance with the scope of services and technical specification described herein.

Responses to this Request for Proposals (RFP) will be accepted until **September 23, 2021 at 5:00 p.m.**

It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of Downey prior to this proposal due date and time. Proposals received after the due date and time will not be considered.

The City reserves the right to withdraw the RFP at any time without prior notice and to reject any and all proposals without indicating any reasons for such rejection. Furthermore, the City makes no representations that the project will be awarded to any respondent to the RFP.

Proposal shall be enclosed in a sealed envelope and marked clearly with following information, formatted as follows:

“SEALED PROPOSAL FOR
RFP NO. 21-010
PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF DOWNEY
BUS SIGNAL PRIORITY PROJECT
DO NOT OPEN WITH REGULAR MAIL”

City of Downey
Attn: Edwin J. Norris, P.E.
Department of Public Works
11111 Brookshire Avenue
Downey, CA 90241

Proposals shall be mailed, hand delivered or sent by courier service. Proposals shall NOT be sent via telegraphic, electronic or facsimile.

ADDITIONAL INFORMATION

Additional questions regarding the project can be forwarded to Edwin J. Norris, P.E., Deputy Director of Public Works of City of Downey at (562) 904-7110 by the due date specified in section IV.C SCHEDULE of this RFP.

I. INTRODUCTION

The city's intention through this project is to implement an interface of the DowneyLINK transit and Metro buses to the City's traffic signal system through a transit priority system. This project will implement an interface of the DowneyLINK, Long Beach Transit (LBT) and Metro buses to the City's traffic signal system through a transit priority system. This system will alter the timing at signalized intersections if a public transit bus is operating behind schedule to improve the travel times for the buses. The project will also include the closure of existing communication gaps in the City's traffic signal system, retiming and evaluation. The goal is to encourage transit ridership by improving the travel times and eliminating delays for 23 transit routes along approximately 50 miles of arterial and collector streets and coordinating the timing for all the traffic signals. The transit priority system shall be compatible with Metro's Countywide Signal Priority Architecture and meet the required Metro ITS standards.

The city applied for and received \$1,292,215 in grant funding through the 2013 Metro Call for Projects for the deployment of the Citywide Transit Priority System Program. Together with the local match of \$515,000 to be provided by the City, a total amount of approximately \$1,807,215 will be available for this project. Approximately \$200,000 of this amount will be available for the subject professional engineering services. The deployment of the transit priority system will enhance travel times for the DowneyLINK, LBT and Metro buses along the following 23 arterial and collector roadways within the city in order to encourage ridership, as previously described, as well as to implement gap closures in the city's fiber-optic traffic signal communications network to enable the connection of additional signalized intersections to the city's Traffic Management Center (TMC):

Bellflower Boulevard	Seventh Street	Paramount Boulevard
Downey Avenue	Gallatin Road	Telegraph Road
Brookshire Avenue	Fifth Street	Woodruff Avenue
Firestone Boulevard	Third Street	Suva Street
Florence Avenue	Old River School Road	Washburn Road
Gardendale Street	Stewart & Gray Road	Foster Road
Imperial Highway	Rives Avenue	Columbia Way
Lakewood Boulevard	La Reina Avenue	

II. BACKGROUND

In 2000, the Los Angeles County Metropolitan Transportation Authority (Metro) adopted the Countywide Signal Priority Program for purposes of enhancing bus ridership by reducing travel time and delays that were being experienced by riders on their transit buses which were running behind schedule partially due to excessive stops at signalized intersections displaying a "red" signal. Through this program, Metro equipped its bus fleet with global-positioning satellite (GPS) based emitter devices which determine the vehicle's location at any given time relative to its desired location

per the current published bus schedule. If the bus is on or ahead of schedule as it approaches a signalized intersection along a transit route, the vehicle proceeds through the intersection under normal circumstances. On the other hand, if the vehicle is behind schedule, the bus transmits a radio signal utilizing IEEE 802.11 b/g wireless technology to the signalized intersection which will “grant” priority to the approaching transit vehicle by manipulating the timing of the traffic signal by giving the vehicle either an early or extended “green” signal, up to a duration of approx.10% of the signal cycle length, to allow the vehicle to proceed through the intersection in an effort for the bus to get back on schedule. This process is referred to as transit priority.

Following the deployment of the Countywide Signal Priority Program, other municipal transit operators throughout the county also deployed bus transit priority programs utilizing the adopted countywide signal priority methodology by equipping their bus fleets with the GPS-based emitter/processor devices and signalized intersections with the priority receiver equipment to enable their transit buses to be granted priority in an effort to enhance their ridership by keeping the buses and the Metro transit buses on schedule which also traverse their respective jurisdictions along designated Metro bus routes.

The city completed the Downtown Specific Plan in 2013. This plan serves as a “blueprint” for the revitalization of the city’s Central Business District and includes a series of recommendations to support the revitalization effort, including measures intended to enhance accessibility of the downtown area. One such recommendation is the deployment of a transit bus priority program which involves the equipping of the DowneyLINK bus vehicle fleet with the GPS-based emitter/processor devices as well as retrofitting the signalized intersections along designated LINK and Metro bus routes with the priority receivers to provide transit bus priority capability within the city based on the Metro countywide signal priority architecture. Long Beach Transit (LBT) recently added service into the City of Downey in order to provide service to the Metro Green Line Station by extending Route No. 22 on Downey Avenue to Gardendale Street, Lakewood Boulevard (to access the Green Line Station), Imperial Highway and back to Downey Avenue.

Project Objectives

This project involves the installation of fiber optic communications and associated field elements at signalized intersections along various arterial streets which are designated transit bus routes as well as signal priority systems in transit buses, wireless communications between the buses and traffic signal controllers, bicycle detection, electronic message boards displaying transit information and support equipment for the DowneyLINK buses. The project will have the following objectives:

1. Implement a bus signal priority system enabling the City’s signalized intersections located on DowneyLINK, Metro and LBT routes to grant priority to approaching bus transit vehicles if the bus is running behind schedule;

2. Close existing communication gaps in the City's traffic signal communications system to enable the monitoring of the signal priority system from the City's Traffic Management Center (TMC);
3. Equip the DowneyLINK bus fleet with signal priority equipment, compatible with its existing GPS systems;
4. Improve travel times, reduce delays and enhance traffic flow during peak periods for all transit system users along 13 transit routes covering a total distance of approximately 50 miles; and
5. Enhance transit operations along designated transit routes by maximizing bus throughput at signalized intersections and increase transit ridership by providing real time bus information.

This project will involve the design, of the system and shall comply with national ITS standards, the Los Angeles County regional ITS architecture and Metro Countywide Signal Priority Architecture (see Appendix "A"). In addition, the City's TMC is connected to the county IEN, enabling the project to be integrated with the countywide network, the Gateway Cities Signal Synchronization Forum and the proposed Video Detection System to be implemented by the county.

III. PROPOSAL TERMS AND CONDITIONS

By submitting a proposal, the proposer acknowledges that he/she has thoroughly examined and accepts the terms and conditions of this RFP as described below:

- A. **EXAMINATION:** Proposer represents that he/she has thoroughly examined and become familiar with the services and responsibilities as required by this RFP and is capable of effectively and efficiently performing quality work to achieve the City's objectives for this project as described. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in relation to this RFP are fully incorporated.
- B. **JOINT OFFERS/SUBCONSULTANTS:** Where two or more proposers desire to submit a single proposal as a project team in response to this RFP, they should do so on a prime-subconsultant basis. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of subconsultants be offered, the proposer shall provide the same assurances of competence for the subconsultant plus the demonstrated ability to manage and supervise the subcontracted work. Subconsultants shall not be allowed to further subcontract with others for work under the agreement. The provisions of the agreement shall apply to all subconsultants in the same manner as the proposer.
- C. **CONTRACTUAL PROVISIONS:** A Professional Services Agreement subject to the approval of the City Council will need to be executed with the consultant selected for this project. A sample Professional Services Agreement is included in this RFP in Appendix "B". Prospective proposers are highly encouraged to review the sample

Professional Services Agreement for familiarity with the city's requirements. If prospective proposers take exception to any of the terms and conditions in the attached sample Professional Services Agreement, proposer shall state clearly the exception(s) in the cover letter of their proposal

IV. INSTRUCTIONS TO BIDDERS

A. CITY RESPONSIBILITIES

The City will provide information in its possession relevant to preparation of required information in this RFP. In addition, the City will provide only the staff assistance and documentation specifically referred to herein.

B. PROPOSER RESPONSIBILITIES

Point of Contact: The selected consultant will assume responsibility for all services in its proposal. The selected consultant shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all resulting charges for services rendered for this project.

C. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarification shall be made in writing via e-mail to the City's Project Manager (contact information as noted on the cover page to this RFP) by or before the "Deadline for Requests for Information" date noted in Section IV.J. SCHEDULE of this RFP. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP, as indicated in Section IV.D. ADDENDA.

D. ADDENDA

Any changes in this RFP from the date of release to date of submittal of proposals will result in an addendum or amendment. Notification of such addendum or amendment will be e-mailed to all prospective proposers.

E. PRE-PROPOSAL MEETING

A pre-proposal meeting **will not** be held for this project.

F. CITY'S RIGHT TO REJECT

The City of Downey reserves the right to reject any or all submitted proposals, and no representation is made that any contract will be awarded pursuant to the Request

for Proposal. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent. The City of Downey will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation that may be incurred by the respondent. All proposals submitted to the City of Downey shall become the property of the City.

G. PROTESTS

Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City's Project Manager or his designated representative and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to staff's determination. The exercise by proposer of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

H. INSURANCE AND INDEMNITY REQUIREMENTS

Prospective proposers are highly encouraged to review sections 3.2.11 and 3.5.6 of the attached sample Professional Services Agreement included in Appendix "B" for the city's specific insurance and indemnity requirements.

I. PREVAILING WAGES

The successful consultant will be required to pay state per diem wages on certain crafts, classifications and trades as listed in the state wage determination which will be utilized in the preparation of the project design. In addition, the consultant and/or subconsultant(s) shall be registered with the Dept. of Industrial Relations under the Public Works Contractor Registration Program for Labor Compliance, as necessary. Proposers are encouraged to review Section 3.3.5 of the attached sample Professional Services Agreement included in Appendix "B" for specific requirements for the payment of prevailing wage rates as they apply to the subject professional services pertaining to this RFP.

J. SCHEDULE

- | | |
|---------------------------------------|--------------------------|
| • Release RFP | August 27, 2021 |
| • Deadline to submit questions on RFP | September 3, 2021 |
| • Responses to RFP questions released | September 10, 2021 |
| • Deadline to submit proposals | September 23, 2021 |
| • Interviews (if necessary) | Week of October 11, 2021 |
| • Consultant selection/award | November 9 or 23, 2021 |

- Kick-off meeting Week of December 6, 2021
- Notice to Proceed December 10, 2021

V. PROJECT BUDGET

As previously stated, the total designated budget for the project, consisting of all phases of the project, is approximately \$1,807,215. The funding source is METRO Call For Project Grant and Measure R Local Return Funds as the City's local match. Approximately \$200,000 will be available for the subject professional engineering services.

VI. PROJECT DESCRIPTION

The Downey Citywide Transit Priority System Project will synchronize traffic signals along six major arterial transit routes, implement gap closures for the fiber optic communications system on four of these corridors, equip the City's DowneyLINK bus fleet with signal priority processors and IEEE 802.11 b/g transmitters, install wireless priority signal receivers at up to 92 signalized intersection(s), install electronic messaging boards for transit information, and implement a local area network to facilitate the bus priority system in the City, as proposed. The system will facilitate the efficient movement of transit vehicles along these transit routes which include the 23 major and minor arterial streets listed on Page 4 under I. INTRODUCTION of this RFP:

New fiber-optic communications will be installed along approximately 2.2 miles of arterial streets connecting six signalized intersections to the central traffic management center (TMC) where traffic signal operations and surveillance is conducted. The scope includes the analysis and implementation of new timing at all the intersections to update and optimize the corridor operations and an evaluation of the before and after conditions to determine the benefits of the program and/or needed changes.

The successful bidder will be required to participate in the Los Angeles County Regional ITS Architecture Consistency and the Signal Synchronization and Bus Speed Improvement Program.

The Project Location Map in Figure 1 shows the project location map of the Citywide Bus Signal Priority Project. A total of 92 signalized intersections located on the Metro, LBT and DowneyLINK bus routes within the City are shown on the map as well as the Metro, LBT and DowneyLINK bus routes and locations of existing and proposed fiber-optic communications to be constructed as part of this project. The City's Bus Signal Priority system will consist of bus priority receivers to be installed at the 92 intersections (this number could be reduced if

the project budget won't cover all intersections, in which case the number of the intersections to be equipped for priority capability would be prioritized by order of importance), a communications network consisting of access points linking the intersections referred to as the signal priority data network, cellular network drop points which transmit network monitoring, maintenance planning and historical data back to the Metro Rapid signal priority data server and mobile clients, which are the bus transit vehicles equipped with the IEEE 802.11 g/b radio wireless transmitters used to request priority from the individual signalized intersections.

The 92 signalized intersections are listed on Table 1 along with the existing controller and local firmware and transit route(s) which travels through each intersection. The intersections equipped with Model 2070 controllers are Ethernet-compatible, so the intersection client priority equipment can connect to those controllers directly. The intersections equipped with Model 170 controllers will require the use of a terminal server or equivalent device in order to convert the Ethernet signal to serial format in order to communicate with the Model 170 controllers. All 92 intersections are equipped with Model 332 cabinets. The goal is to include all 92 of the intersections in the project so that each intersection will have the capability of granting priority to the transit vehicles which travel through each of the intersections. If the project budget won't be able to accommodate all 92 intersections, however, the 92 intersections will be prioritized in their order of importance for inclusion in the project as the budget will permit.

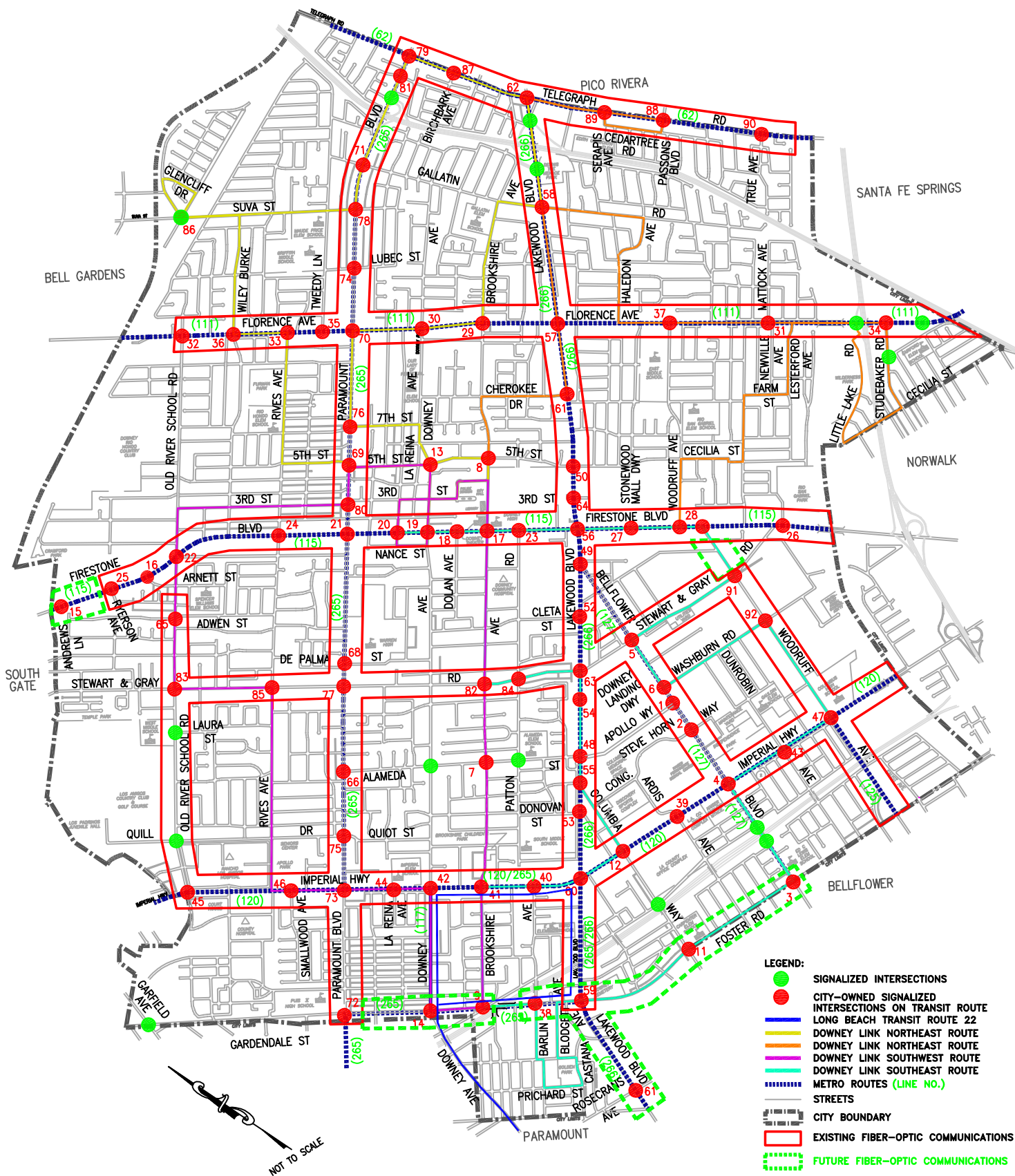
Figure 2 contains a schematic of the City's Fiber-Optic Traffic Signal Communication System. As shown on the schematic, communications are currently not in-place at the following intersections and, therefore, will be added through this project:

1. Lakewood Blvd. at Rosecrans Ave.
2. Bellflower Blvd. at Foster Rd.
3. Columbia Wy.- Clark Ave. at Foster Rd.
4. Gardendale St. at Barlin Ave.
5. Gardendale St. at Brookshire Ave.
6. Gardendale St. at Downey Ave.
7. Firestone Blvd. at Andrews Ln.

The work will include the installation of underground conduit and single-mode fiber-optic (SMFO) cables along Lakewood Boulevard, Foster Road, Gardendale Street and Firestone Boulevard to connect to the aforementioned intersections so that communications with said intersections can be achieved from the City's Traffic Management Center (TMC) to permit the remoted monitoring of these as well as other intersections along the Metro, LBT and DowneyLINK routes within the City.

This project also involves the equipping of the DowneyLINK bus fleet with signal priority equipment which will enable the buses to request priority while

approaching a signalized intersection if it's running behind schedule. In accordance with the Countywide Signal Priority Architecture in Appendix "A", this equipment on board the bus vehicle communicates with the signalized intersections along the fixed bus routes through an IEEE 802.11 b/g Wireless Local Area Network (WLAN). The priority system aboard the bus determines the bus location, line being operated and bus run assignment through the use of GPS-based automatic vehicle location inputs, operating schedules and customized on-board computer software. Once on a BSP-equipped corridor, the buses request priority by sending specific check-in, update and checkout messages to the signalized intersections if the bus is running behind schedule. The traffic signal controllers at the signalized intersections then process the message and grant priority for the buses according to criteria to be set by the City, consisting of an early or extended "green" signal up to 10% of the signal cycle length in duration.



CITY OF DOWNEY

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

PROJECT: CITYWIDE BUS SIGNAL PRIORITY PROJECT

FIGURE 1
PROJECT LOCATION MAP

TABLE 1

CITY OF DOWNEY SIGNALIZED INTERSECTIONS

No.	Intersection	Existing Controller/Firmware	Transit Route(s) Served
1	Bellflower/Apollo	170E/MC233	Metro 127, DL SE
2	Bellflower/Cong. Steve Horn Way	170ATC/MC233	Metro 127
3	Bellflower/Foster*	2070ATC/Omni-eX	Metro 127, DL SE
4	Bellflower/Imperial	2070LX/Omni-eX	Metro 120, 127, DL SE
5	Bellflower/Stewart & Gray	2070LX/Omni-eX	Metro 127, DL SE
6	Bellflower/Washburn	170ATC/MC233	Metro 127, DL SE
7	Brookshire/Alameda	170E/LACO-1R	DL SW
8	Brookshire/Fifth	170E/LACO-1R	DL NW, NE
9	Brookshire/Gardendale	170E/LACO-1R	Metro 265, LBT 22, DL SE, SW
10	Brookshire/Iowa	170E/LACO-1R	DL SW, SE
11	Columbia/Foster*	170E/LACO-1R	DL SE
12	Columbia/Imperial	2070ATC/Omni-eX	Metro 120, DL SE
13	Downey/Fifth	170E/LACO-1R	DL NW, SW
14	Downey/Gardendale*	170E/LACO-1R	Metro 117, LBT 22, DL SW
15	Firestone/Andrews	2070LX/Omni-eX	Metro 115
16	Firestone/Arnett	170ATC/MC233	Metro 115
17	Firestone/Brookshire	170ATC/MC233	Metro 115, 127, DL SW, SE, NE
18	Firestone/Dolan	170E/MC233	Metro 115, 127, DL SE, NE
19	Firestone/Downey	170ATC/MC233	Metro 115, 127, DL SW, SE, NW, NE
20	Firestone/LaReina	170ATC/MC233	Metro 115, 127, DL SW, SE, NW, NE
21	Firestone/Paramount	2070LX/Omni-eX	Metro 115, 265
22	Firestone/Old River School Road (ORSR)	170ATC/MC233	Metro 115, DL SW
23	Firestone/Patton	170ATC/MC233	Metro 115, 127, DL SE, NE
24	Firestone/Rives	170ATC/MC233	Metro 115
25	Firestone/Ryerson	2070LX/Omni-eX	Metro 115
26	Firestone/Stewart & Gray	2070LX/Omni-eX	Metro 115
27	Firestone/Stonewood	170ATC/MC233	Metro 115, DL SE, NE
28	Firestone/Woodruff	2070ATC/Omni-eX	Metro 115, DL SE, NE
29	Florence/Brookshire	170ATC/MC233	Metro 111, DL NW
30	Florence/Downey	170ATC/MC233	Metro 111, DL NW
31	Florence/Newville-Mattock	170ATC/MC233	Metro 111, DL NE
32	Florence/ORSR-Tecum	2070ATC/Omni-eX	Metro 111, DL NW
33	Florence/Rives	170ATC/MC233	Metro 111, DL NW
34	Florence/Studebaker	170ATC/MC233	Metro 111, DL NW
35	Florence/Tweedy	170ATC/MC233	Metro 111, DL NW
36	Florence/Wiley burke	170ATC/MC233	Metro 111, DL NW
37	Florence/Woodruff	170ATC/MC233	Metro 111, DL NE
38	Gardendale/Barlin	170E/LACO-1R	Metro 265, LBT 22
39	Imperial/Ardis	2070ATC/Omni-eX	Metro 120
40	Imperial/Barlin	2070ATC/Omni-eX	Metro 120, LBT 22, DL SE
41	Imperial/Brookshire	2070ATC/Omni-eX	Metro 120, LBT 22, DL SW, SE

No.	Intersection	Existing Controller/Firmware	Transit Route(s) Served
42	Imperial/Downey	2070ATC/Omni-eX	Metro 120, 117, LBT 22, DL SW
43	Imperial/Dunrobin	2070ATC/Omni-eX	Metro 120, DL SE
44	Imperial/Imperial Elementary School Xing	2070LXOmni-eX	Metro 120, 117, DL SW
45	Imperial/ORSR	2070ATC/Omni-eX	Metro 120
46	Imperial/Smallwood	2070ATC/Omni-eX	Metro 120, DL SW
47	Imperial/Woodruff	2070ATC/Omni-eX	Metro 120, DL SE
48	Lakewood/Alameda	170ATC/MC233	Metro 266, 127, DL SE
49	Lakewood/Bellflower	170ATC/MC233	Metro 266
50	Lakewood/Cecilia-Fifth	170ATC/MC233	Metro 266
51	Lakewood/Cherokee	170ATC/MC233	Metro 266, DL NE
52	Lakewood/Cleta	170ATC/MC233	Metro 266, 127
53	Lakewood/Donovan-Rose	2070/MC2033	Metro 266
54	Lakewood/Downey Landing Dwy	2070/MC2033	Metro 266, 127, DL SE
55	Lakewood/Columbia-Apollo	2070/MC2033	Metro 266, 127, DL SE
56	Lakewood/Firestone	170ATC/MC233	Metro 115, 266, 127 DL NE, SE
57	Lakewood/Florence	2070ATC/Omni-eX	Metro 111, 266, DL NE
58	Lakewood/Gallatin	170ATC/MC233	Metro 266, DL NW, NE
59	Lakewood/Gardendale	2070LX/Omni-eX	Metro 266, LBT 22, DL SE
60	Lakewood/Imperial	2070ATC/Omni-eX	Metro 120, 266, LBT 22, DL SE
61	Lakewood/Rosecrans	2070LX/Omni-eX	Metro 266
62	Lakewood-Rosemead/Telegraph ***	170ATC/LACO-4E	Metro 266, 62, DL NW
63	Lakewood/Stewart & Gray	2070LX/Omni-eX	Metro 266, DL SE
64	Lakewood/Stonewood-Third	170ATC/MC233	Metro 266
65	ORSR/Adwen	170E/LACO-1R	DL SW
66	Paramount/Alameda	2070LX/Omni-eX	Metro 265
67	Paramount/Brookmill	2070LX/Omni-eX	Metro 265
68	Paramount/DePalma	2070LX/Omni-eX	Metro 265
69	Paramount/Fifth	2070ATC/Omni-eX	Metro 265, DL NW, SW
70	Paramount/Florence	2070LX/Omni-eX	Metro 111, 265, DL NW
71	Paramount/Gallatin	2070LX/Omni-eX	Metro 265, DL NW
72	Paramount/Gardendale	2070LX/Omni-eX	Metro 265
73	Paramount/Imperial	2070ATC/Omni-eX	Metro 120, 265, 117, DL SW
74	Paramount/Lubec	2070LX/Omni-eX	Metro 265
75	Paramount/Quill-Quoit	2070LX/Omni-eX	Metro 265
76	Paramount/Seventh	2070LX/Omni-eX	Metro 265, DL NW
77	Paramount/Stewart & Gray	2070LX/Omni-eX	Metro 265
78	Paramount/Suva	2070LX/Omni-eX	Metro 265, DL NW
79	Paramount/Telegraph *	2070LX/Omni-eX	Metro 62, 265, DL NW
80	Paramount/Third	2070ATC/Omni-eX	Metro 265, DL SW
81	Paramount/Vista Del Rosa	2070LX/Omni-eX	Metro 265, DL NW
82	Stewart & Gray/Brookshire	2070LX/Omni-eX	DL SW, SE
83	Stewart & Gray/ORSR	2070LX/Omni-eX	DL SW
84	Stewart & Gray/Patton	2070LX/Omni-eX	DL SE
85	Stewart & Gray/Rives	2070LX/Omni-eX	DL SW
86	Suva/Bluff	170E/LACO-1R	DL NW
87	Telegraph/Birchbark*	2070LX/Omni-eX	Metro 62, DL NW

No.	Intersection	Existing Controller/Firmware	Transit Route(s) Served
88	Telegraph/Passons*	170ATC/MC233	Metro 62
89	Telegraph/Serapis*	170ATC/MC233	Metro 62
90	Telegraph/True*	2070LX/Omni-eX	Metro 62
91	Woodruff/Stewart & Gray	2070ATC/Omni-eX	DL SE
92	Woodruff/Washburn	2070ATC/Omni-eX	DL SE

*Jointly-owned traffic signal with other agency but maintained by city of Downey

**Maintained by the City of South Gate

*** Maintained by the City of Santa Fe Springs (for the City of Pico Rivera)

MC233 = McCain 233 local firmware

MC2033 = McCain 2033 local firm ware

LBT22 = Long Beach Transit Route 22

DL NE = DowneyLINK Northeast Route

DL SE = DowneyLINK Southeast Route

DL SW = DowneyLINK Southwest Route

DL NW = DowneyLINK Northwest Route

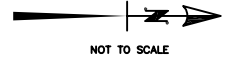
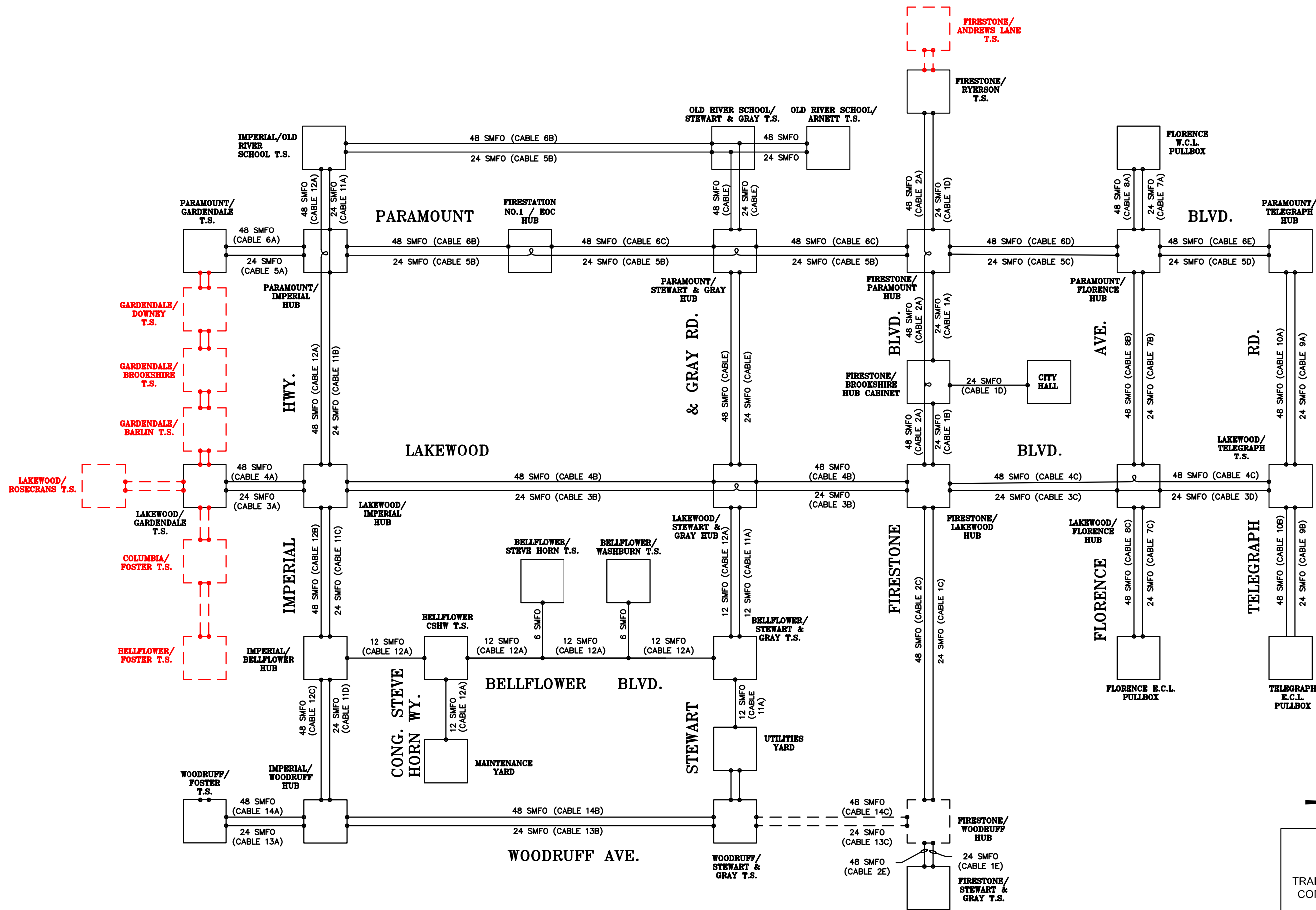


FIGURE 2
 CITY OF DOWNEY
 TRAFFIC SIGNAL FIBER OPTIC
 COMMUNICATIONS SYSTEM
 SCHEMATIC DRAWING

VII. GENERAL SCOPE OF SERVICES

The selected consultant will provide the following services:

- Assist City of Downey in planning activities associated with the implementation of traffic signal priority for Metro, LBT and DowneyLINK service.
- Gather information on traffic signal priority technology.
- Conduct field work to identify signalized intersections to be feasibly included in the project.
- Serve as a liaison with Metro and DowneyLINK staff on project activities.
- Coordinate with Metro, LBT, DowneyLINK and other municipal jurisdictions and agencies involved in the project as necessary to arrange meetings and other activities.
- Develop and prepare specifications for project implementation that includes the furnishing and installation of traffic signal priority technology equipment hardware and software which complies with the Metro Countywide Bus Priority Architecture that will be incorporated into the City's construction bid documents to be used to select a contractor for the implementation of this project.
- Assist the City with the evaluation of contractors for project implementation.

After the City has selected a contractor to furnish and install the equipment hardware and software, the consultant will perform the following tasks:

- Provide on-going coordination with METRO, LBT, DowneyLINK and other participating agencies on behalf of the City of Downey during project implementation.
- Coordinate monthly meetings with METRO, LBT, DowneyLINK and participating agencies;
- Track the progress of the selected contractor in the implementation of the project;
- Develop regular project status reports to be provided to the City of Downey and participating agencies;
- Assist in the preparation of monthly billing documents for submission to METRO.

- Assist as necessary in revising the City's bus schedules following project implementation (if necessary).

Task 1 - Project Management

The consultant shall perform the following project management tasks throughout the course of the project:

- 1.1 Following Notice-to-Proceed, attend a pre-design (kick-off) meeting with representatives from the City, Metro and MV Transportation, the City's transit operator company, to review the project in detail and to determine the City's specific requirements in regards to the project design criteria.
- 1.2 Maintain communication with the city's project engineer throughout the duration of the project, including meetings to review the conceptual and preliminary plans when necessary as well as project status at 50%, 90% and 100% design levels.
- 1.3 Prepare meeting agenda of any special items of discussion and meeting minutes serving as a communication record and listing any required follow-up actions.
- 1.4 Prepare and provide a detailed project schedule (using MS Project) with updates on a monthly basis.
- 1.5 Remain cognizant of the status of each task as it proceeds and make revisions to expeditiously resolve any issues that may impede progress.
- 1.6 Proactively initiate communications efforts with the city to address key issues in a timely fashion and bring any potential complex project issues to the attention of the project engineer as quickly as possible.
- 1.7 Coordinate project and approvals with the city.
- 1.8 Provide a QA/QC plan to ensure quality control for the duration of the project. This task shall include maintaining organization and communication over the entire project team, cost and schedule monitoring and performing a constructability review of the project plans, specifications and estimate upon project completion.

Task 2 - Utility Search, Research & Data Collection

- 2.1 The Consultant shall complete a thorough and efficient data collection effort that provides the understanding required to achieve the goals of this project. This includes conducting a thorough research of bus signal priority technology, primarily the Los Angeles Countywide Bus Signal Priority Architecture.

- 2.2 Review and document existing and planned DowneyLINK and Metro transit system bus routes/stops.
- 2.3 Research all available City records and documents including, but not limited to, existing improvement plans, maps, street and traffic signal “as-built” drawings, utility plans, studies and other pertinent information necessary for said project.
- 2.4 Examine the Metro and DowneyLINK routes by driving the roadways to evaluate the existing conditions along each street segment and at each signalized intersection where field elements (i.e., transit priority receivers, access and drop points, etc.) are to be installed to ensure a direct line-of-sight between the proposed locations of the transit priority receivers and approaching transit vehicles. This includes examining all existing traffic signal equipment, completing an inventory of all traffic signal cabinet equipment and field communications elements, and inspecting existing conduits to ensure the priority receiver equipment can be installed without the need for any traffic signal equipment modifications.

Any potential problem locations or issues requiring special attention shall be noted at the various project intersections and the remainder of the transit routes during the field visit by the consultant and submitted to the City. If the consultant discovers any issues in the field which could affect the proposed transit priority operation, the consultant shall inform the City’s Project Manager of said issues.

- 2.5 Conduct a detailed utility search within project limits. Send Utility Notices (preliminary and final notices), in the form provided by City, to all utility companies and agencies with facilities located within the limits of the project where underground infrastructure (i.e., communications conduits) are to be installed. Identify possible conflicts and incorporate into design as appropriate. Include all utilities on the project base plans. In addition, consultant shall verify all utilities in the field to ensure that they are shown correctly on the plans. Consultant shall also coordinate with the utility companies/agencies in the event of any conflicts or necessary relocations. If necessary, consultant shall pothole any utilities as necessary in order to determine the depth and to verify the location of the facility.
- 2.6 Research bus signal priority equipment manufacturers and determine which manufacturer(s) product best meets the requirements of the Metro Countrywide Bus Signal Priority Architecture and, at the same time, is compatible with the existing GPS equipment utilized on the City’s LINK bus fleet. Coordinate with MV Transportation to thoroughly examine a typical DowneyLINK bus to determine how the priority processing and IEEE 802.11 b/g transmitter equipment will be installed on the buses and how said processing equipment will interface with the existing GPS devices.

Task No. 2 due date: Four (4) weeks following Notice-to-Proceed

Task 3 – Prepare Preliminary Design Report –

The Consultant shall prepare a Preliminary Design Report which documents the conceptual design for the project. The Preliminary Design Report shall include, but not be limited to, the following elements:

1. Introduction
2. Brief description of the transit routes to be served
3. Project architecture
4. Implementation
 - a. Access point locations
 - b. Access point/Fiber-Optic communications
 - c. Network Monitor Drop locations
 - d. Client intersections
5. Intersection Traffic Signal Hardware

The Preliminary Design Report shall be reviewed and approved by the City prior to the Consultant beginning the final design phase of the project.

Task No. 3 due date: Six (6) weeks following Notice-to-Proceed

Task No. 3 deliverable: Preliminary Design Report

Task 4 - Project Design and Preparation of Plans –

- 4.1 The project will comply with national ITS standards, the Los Angeles County regional ITS architecture and LA County Metro Transit Bus Priority system methodology.
- 4.2 Consultant shall follow the Countywide Bus Signal Priority Architecture contained in Appendix “A” during project design and implementation phase.
- 4.3 Complete the project design and prepare all project plans for development of the Downey Citywide Bus Signal Priority System for the purposes of implementing an interface of the DowneyLINK, Metro and LBT buses to the City's traffic signal system through a bus signal priority system. All plans shall be 1:20 scale for individual intersections and 1:40 scale for fiber-optic communications design plan sheets and prepared in AutoCAD 2014 format and shall show all utilities and existing above-ground features, inclusive of overhead utilities.
- 4.4 Consultant shall prepare PS&E for the fiber-optic communications installation along Lakewood Boulevard, Gardendale Street, Foster Road and Firestone Boulevard within the city as shown on Figures 1 and 2. The PS&E shall include

details on ITS field equipment (i.e., fiber optic cables, Etherwan switches). All plans for the fiber-optic communications component of the project shall be 1:40 scale and prepared in AutoCAD and shall show all utilities and existing above-ground features.

The project plans shall include the following sheets at a minimum:

1. Title Sheet
2. Fiber-optic Communications Design Plans
3. Traffic Signal Modification (with signal priority equipment) Design Plans
4. Access Point, Signal Priority Data Network and Cellular Network Drop Point Installation Design Plans
5. Fiber-optic Communications Network Layout
6. Communication Block Diagrams
7. Cabinet Details
8. Fiber-optic Cable Assignment Tables
9. Pull Box, Conduit and Splicing Details

Individual traffic signal modification design plans will not be required for each of the 92 signalized intersections. Rather, one traffic signal modification plan showing typical design details for the installation of bus priority equipment at the intersections is envisioned. The actual number of plan sheets will vary according to the complexity of the project and the available design budget.

The design plans for this project shall be prepared and submitted as deliverables in accordance with the following schedule:

Task 4.4.1 - Preliminary (50%) plans – due date: Six (6) weeks following approval of Preliminary Design Report.

Task 4.4.2 - 90% plans – due date: Four (4) weeks following City approval of 50% plans.

Task 4.4.3 - 100% plans – due date: Four (4) weeks following City approval of 90% plans.

Task 5 - Project Specifications

Prepare Project Specifications in Microsoft Office 2010, Word Version 14. The project specifications shall be prepared using the city's specifications boilerplate and shall include the following sections:

1. Notice Inviting Bids
2. Instructions to Bidders
3. Proposal
4. General Conditions
5. Special (Technical) Provisions

6. Exhibits
7. Appendices
8. Supplemental Standard Specifications

The specifications shall be prepared and submitted as deliverables in accordance with the following schedule:

Task 5.1 - 90% specifications – due date: shall be submitted concurrently with the deliverable for subtask 4.2.

Task 5.2 - 100% specifications – due date: shall be submitted concurrently with the deliverable for subtask 4.3.

Task 6 - Construction Cost Estimate

Prepare construction cost estimate in Microsoft Office 2010 Excel version 14. Cost estimate shall include all construction contract line items, quantities based on plan takeoffs, unit prices based on current industry construction prices and estimated total item amounts and construction, contingency and total project amounts.

The construction cost estimate shall be prepared and submitted as deliverables in accordance with the following subtasks:

Task 6.1 - 90% estimate – due date: shall be submitted concurrently with the deliverable for subtasks 4.2 and 5.1,

Task 6.2 - 100% estimate – due date: shall be submitted concurrently with the deliverable for subtasks 4.3 and 5.2.

Task 7 - Construction and Implementation Support

Provide support during the construction phase of the project, consisting of the following subtasks:

- 7.1 - Prepare addenda and respond to requests for information (RFIs) throughout the bidding process. Assist in the reviewing of submittals as necessary from the contractor selected to construct the project.
- 7.2 - Submit deliverables and work products in both hard copy and electronic format. Design plans shall be in AutoCAD 2014 format and suitable for immediate integration (e.g. geocoding) into the City's existing GIS system. All other data (e.g. digital pictures, controller, type, etc.) shall also be suitable for integration into the GIS system.

- 7.3 - Make plan revisions in AutoCAD 2014 format based on redlined drawings received from the contractor following the completion of project construction.
- 7.4 - Following the completion of the construction phase, the Consultant shall provide project implementation support, including, but not limited to:
- coordinating with Metro, DowneyLINK (MV Transportation) and other agencies involved in the project,
 - Tracking the progress of the contractor during the implementation phase through schedule adherence,
 - Providing monthly status reports to the City's Project Manager,
 - Assisting the City in the preparation of invoices to be submitted to Metro,
 - Witnessing system acceptance testing to be completed by the contractor, including the priority equipment testing on each transit vehicle and a ride along on both Metro and DowneyLINK buses on each transit route in order to test the bus priority functionality at each signalized intersection to be equipped with priority capability.
 - Conducting a "before and after" study by tracking bus travel times along various routes to gauge the effectiveness of the priority system and recommend revisions to the Metro and DowneyLINK schedules as necessary as a result of any travel time savings.

Task No. 7 shall be completed concurrently with the project construction/implementation phase.

Available Data

The following information will be made available to the Consultant:

1. Electronic (AutoCAD) files of base plans for the proposed fiber-optic communications on Lakewood Boulevard between Gardendale Street and Rosecrans Avenue, Foster Road between Lakewood Boulevard and Bellflower Boulevard, Gardendale Street between Lakewood Boulevard and Paramount Boulevard and Firestone Boulevard between Ryerson Avenue and Andrews Lane.
2. Hard copy or AutoCAD drawing file (if applicable) of Traffic Signal Plans for the 92 intersections at which bus priority equipment is to be installed as listed in Table 1.
3. Sample City of Downey Bidding Document (PS&E) boilerplate in electronic format from a similar project.
4. AutoCAD drawing files of city title sheet and all diagrams, details, assignment tables and communications network layout.

5. Hard copies of existing traffic signal timing sheets
6. Copy of the Metro Call For Projects Application for this project

VIII. PROPOSAL REQUIREMENTS

A. Proposal Submittal

The Consultant shall submit three (3) hardcopies of the proposal by **5:00 p.m., September 23, 2021** to:

Mr. Edwin J. Norris, P.E.
Deputy Director of Public Works
City of Downey
P.O. Box 7016
Downey, CA 90241-7016
enorris@downeyca.org

Questions regarding this Request for Proposals or requests for additional background information may be emailed to Mr. Norris no later than September 3, 2021 by 5:00pm. Responses to all questions received will be posted on Planet Bids by September 10, 2021.

B. Proposal Format

Proposal should, at a minimum contain a detailed Scope of Work and be formatted to include the following sections. The basis of consultant selection for this project will be based on the following criteria:

1. Perception and Approach
 - Project understanding and perception
 - Approach to the project including steps to ensure ultimate compliance with objectives of the work, quality and accuracy.
2. Methodology
 - Clearly state the methodology to be used in completing the project scope-of-work tasks.
3. Key Personnel
 - Experience of key personnel, particularly in the area of bus signal priority, ITS traffic signal design and signal system projects.
 - Responsibilities to be assigned.
 - Amount of each individual's time to be allocated.

- Sub-consultant(s) to be used (if any) with the resumes of key personnel to be utilized for this project.
 - List of similar projects on which key personnel of the project team have previously worked together and contact information of project reference.
 - Project team organization chart.
 - Resumes of any individuals of the firm to be utilized for the project.
4. Budget/Schedule
- Include a not-to-exceed fee for all work to be completed. The fee summary should also include a cost and personnel-hour breakdown by scope-of-work task consistent with the requirements of the scope of work. The hourly rates for each individual to be assigned to the project shall be in accordance with the firm's schedule of hourly rates.
 - Include a project schedule showing a timeline for the completion of all scope-of-work tasks, along with key milestones.

C. Contractual Provisions

All contractual provisions that apply to the Professional Services Agreement included in Appendix "B" shall apply to this RFP process and to the execution of the project itself.

Appendix A

Countywide Signal Priority Architecture

Countywide Signal Priority Architecture

The architecture for the signal priority system developed by the Bus Signal Priority Pilot Project and currently deployed under the initial phase of the Metro Rapid Signal Priority Expansion Project is depicted in Figure 1.

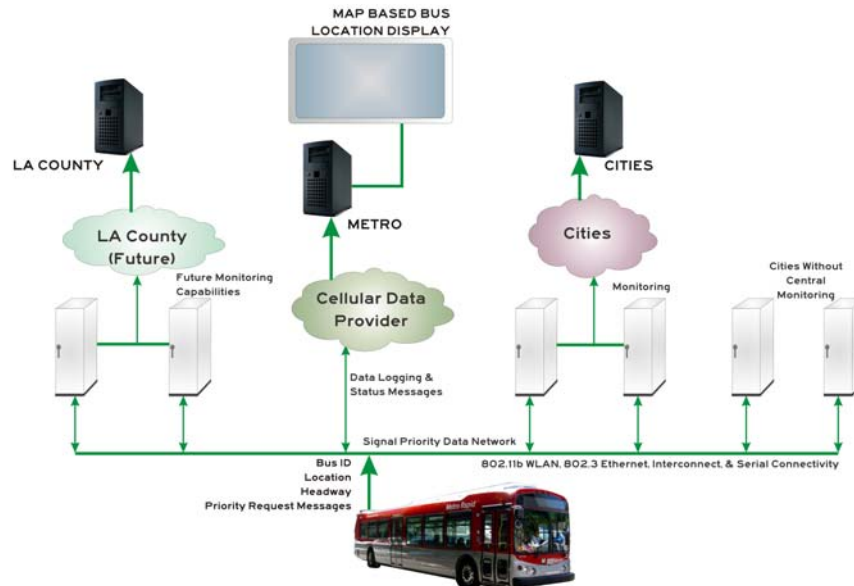


Figure 1. Countywide Signal Priority System Architecture

Under the Countywide Signal Priority Program architecture, buses are equipped with on-bus systems that communicate with the intersection controllers using an IEEE 802.11b/g Wireless Local Area Network (WLAN). The on-bus systems determine the bus location, line being operated, and bus run assignment through the use of GPS-based automatic vehicle location inputs, Metro Rapid operating schedules, and customized on-bus computer software. Once on a corridor, CSP-equipped buses request priority by sending specific check-in, update, and checkout messages to the intersections. Given that the traffic signal controllers installed along the corridor do not support Ethernet-based communications or, where available, the Ethernet port has been reserved for local agency use, a device commonly referred to as a terminal server must be employed to translate incoming priority request messages from the signal priority equipped buses to a serial data stream that can be read by the controller. The traffic controllers then process the message and implement priority for the Metro Rapid buses according to criteria set by the local agency.

For Metro Rapid services, priority is requested at all signalized intersections or, where supported by the intersection control firmware, only at intersections where buses are running behind their scheduled headway interval. When the decision to request priority has been made by the on-bus system, communications are initiated with the intersection where priority is desired. Three messages are transmitted for each priority request, two check-in messages and one check-out message, using the on-board IEEE 802.11b/g radio. As currently configured, the three messages are as follows:

- **Message 1:** The on-bus system sends a check-in message to CSP-equipped intersections using the WLAN. The message is typically sent when the bus is an estimated 20 seconds away from the intersection. At 30 miles per hour, this is a distance of about 900 feet from the intersection.
- **Message 2:** An update message is sent to the intersection five seconds later. This is done primarily for redundancy, to ensure that the request for priority is received by the intersection, but could also be used to update the estimated time of arrival accounting for any traffic conditions that the bus experiences as it approaches the intersection if supported by the intersection controller firmware.
- **Message 3:** Finally, as the bus enters the intersection, a check-out message is sent allowing the intersection controller to cancel any additional priority strategies that it may be employing. This will reduce the impact of providing priority to the bus on traffic signal operations.

The system architecture shown in Figure 1 includes monitoring of the bus signal priority systems by local agencies and Metro. Local agencies which have existing direct communications with their traffic signal equipment and central traffic management software with the necessary data retrieval and display capabilities will be able to monitor signal priority requests made by Metro Rapid buses.

Also as shown in Figure 1, data is extracted from the signal priority data network and sent through a cellular network to the Metro Rapid signal priority data server. This feature of the Countywide Signal Priority System Architecture is known as the CSP Network Monitor and provides for network monitoring, maintenance planning, and historical data reporting. For health monitoring purposes, network devices can be accessed once they are on the network by sending requests through the cellular provider to the signal priority data network. Each corridor will have one or more network drop points connected back to the Metro Rapid signal priority data server. Additionally, each Metro operating division will have a cellular connection to the Metro Rapid signal priority data server where bus schedules, software, bus stop and system configuration data, and maintenance tasks will be updated while buses are parked at divisions.

As already stated, the Countywide Metro Rapid Signal Priority system architecture employs a WLAN to provide for communications between mobile network clients, that is, CSP-equipped Metro Rapid buses, and intersection traffic signal controllers equipped with wireless antennas, receivers, and terminal servers ("intersection clients"). The WLAN has been developed using the IEEE 802.11b/g specification. The WLAN consists of a network of devices known as access points (AP) that are connected together using both wired, where available, and wireless communications. Each AP manages a number of wireless mobile and intersection clients associated to it by authenticating a client's right to be utilizing the network and to broker network communications between the client and other network devices.

The mobile clients, Metro Rapid buses, may move around within an AP's coverage area and be provided with network services as depicted in Figure 2.



Figure 2. Mobile Client Communicating with Access Point

With the correct antennas and configuration, a single AP can provide network service to a radius of up to about one mile and, in some circumstances, perhaps even longer distances along Metro Rapid corridors. Clearly, this distance is inadequate to provide communications for an entire bus line. Extended coverage is obtained by deploying multiple APs so that the individual coverage areas are overlapped. When deployed along a Metro Rapid corridor, the coverage areas of the individual access points overlap to provide reliable and continuous communications between the Metro Rapid buses and intersection controllers while buses are traversing the corridor as depicted in Figure 3.

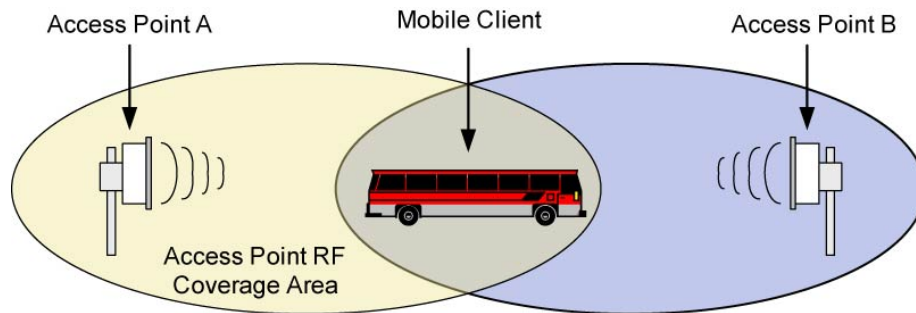


Figure 3. Mobile Client Communicating with Multiple Access Points

By installing a series of APs with overlapping coverage areas, continuous network access for Metro Rapid buses along the corridor can be created. These extended networks require that the equipment be configured so that a mobile client can now be served by two or more APs at any one time, allowing a mobile client to move between the coverage areas of multiple APs with seamless communications throughout a Metro Rapid corridor. Using a combination of hardware and software on both the clients and the APs, mobile clients are provided with continuous network access allowing the signal priority equipped Metro Rapid buses to be unaware of any changes or transitions between the various APs in a wireless network.

To create the corridor-wide wireless network and allow for the seamless roaming of mobile clients, the APs are interconnected using either wired, where available, or wireless connections. Between intersections where there is signal interconnect cable with spare conductors, the interconnect cable may be used along with line driver hardware to provide the network backbone. Where there is no available interconnect cable or where existing interconnect cable cannot be used, wireless equipment is used to develop the network backbone or WLAN and provide connectivity between the access points. For most of Los Angeles County outside of the City of Los Angeles, wireless communications is required and has been deployed to develop the WLAN.

Wireless communications equipment is configured to provide point-to-point wireless communications connecting multiple APs and provide for seamless communications in signal priority equipped corridors when wired signal interconnect is not available for use. For the Metro Rapid Signal Priority Program, Encom broadband radios that provide both wireless bridging and AP functionality are used. Once a wireless network infrastructure link is established, the radio functions as an AP to accept mobile and intersection clients as well as to connect the AP with adjacent APs as depicted in Figure 4.

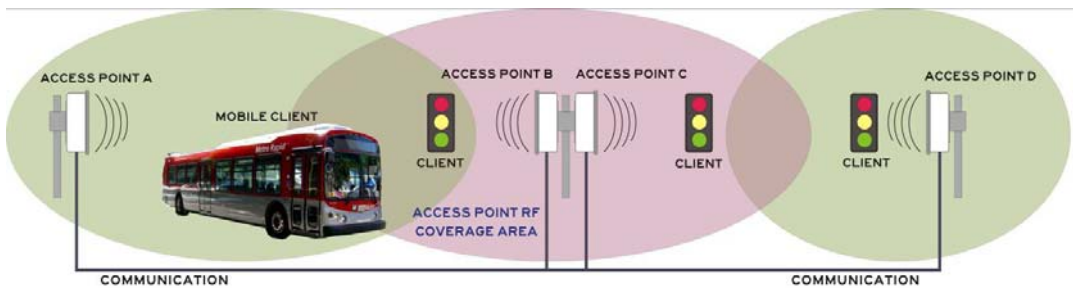


Figure 4. Wireless Network Connecting Multiple Access Points

Appendix B

Sample Professional Services Agreement

**CITY OF DOWNEY
PROFESSIONAL SERVICES AGREEMENT
WITH _____
FOR PROFESSIONAL ENGINEERING SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this of ___ day of _____, 2021 by and between the **City of Downey**, a California municipal corporation and charter city with its principal place of business at 11111 Brookshire Avenue, Downey California 90241 ("City") and _____, a _____ with its principal place of business at

("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional engineering services required by City on the terms and conditions set forth in this Agreement. Consultant represents that it has demonstrated competence and experience in providing Intelligent Transportation Systems related to Bus Signal Priority services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the Citywide Bus Signal Priority Project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **October 1, 2021** to **February 28, 2023**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The term of this Agreement may be extended by written amendment to this Agreement signed by the City Manager and the Consultant.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services. The parties acknowledge that the Schedule of Services may be amended by mutual agreement due to changes in circumstances, including changes in the performance schedules of other third parties performing work for the City on the Project, which affect the timing of Consultant's performance of the Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other

personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City.

3.2.5 City's Representative. The City hereby designates Delfino R. Consunji, P.E., Director of Public Works/City Engineer, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his designee.

3.2.6 Consultant's Representative. Consultant hereby designates _____, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner consistent with the

standard of care set forth herein, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in force at the time the Services are performed by Consultant and in any manner affecting the performance of the Project or the Services, including all applicable Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the applicable indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Consultant's violation of such laws, rules and regulations shall also constitute a material breach of this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services or the Project under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience with insurer, coverage or other special circumstances.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement, the Services or the Project by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. (1) *Commercial General Liability (CGL):* Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, property damage, bodily injury and personal and advertising injury; (2) *Automobile Liability:* Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or if Consultant owns no autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation :* Workers' Compensation insurance as required by the State of California with Statutory Limits; and (4) *Employer's Liability Insurance.*

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *Commercial General Liability (CGL)*: No less than \$2,000,000 per occurrence for products and completed operations, bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: No less than \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation*: Workers' Compensation limits as required by the Labor Code of the State of California with Statutory Limits; (4) *Employer's Liability*: Employer's Liability limits of no less than \$2,000,000 per accident for bodily injury or disease. Employer's Liability coverage may be waived by the City if City receives written verification that Consultant has no employees.

If the Consultant maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.2, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.3 Professional Liability (Errors & Omissions). Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services or the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate, and shall be endorsed to include contractual liability. If the Consultant maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.3, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.3.1 Technology Professional Liability Errors and Omissions Insurance. If appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows:

b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of Consultant.

c. The Insurance obligations under this Agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this Agreement.

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

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Additional Insured Status. The Commercial General Liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to liability arising from the work, Services, Project or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work, Services. Project or operations; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Commercial General Liability insurance coverage may be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions are used).

(B) Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under said insurance policies set forth herein. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(C) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except with written notice by certified mail, return receipt requested to the City; and (B) any failure to comply with reporting or other provisions of the policies,

including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Primary Coverage. For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance and primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

3.2.10.6 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors officials, officers, employees, agents and volunteers.

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

3.2.10.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, authorized to do business in California, and satisfactory to the City.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, including all required amendatory endorsements (or copies of the applicable policy language effective coverage required by this provision) and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to the City before the commencement of work under this Agreement. However, failure to obtain the required documents prior to the commencement of work under this Agreement shall not waive the Consultant's obligation to provide them to the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

3.2.10.10 Claims-Made Policies. If any of the policies provide coverage on a claims-made basis:

- (A) The retroactive date must be shown and must be before the date of this Agreement or the date work commences under this Agreement, whichever is earliest;
- (B) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Services provided under this Agreement;

(C) If coverage is canceled, non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the date work commences under this Agreement, whichever is earliest, the Consultant must purchase extended reporting coverage for a minimum of five (5) years after completion of the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed _____ (\$ _____) without written approval of the City. Extra Work may be authorized, as described below, and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City Manager.

3.3.5 Prevailing Wages. Pursuant to Downey Municipal Code Section 2935, the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects, shall apply to the Project. Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. If applicable, Consultant shall be registered at all times with the Department of Industrial Relations under the Public Works Contractor Registration Program for Labor Compliance.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time either for cause or for the City's convenience and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Consultant may only terminate this Agreement for cause upon giving the City not less than seven (7) calendar days' written notice.

Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. The City shall within fifteen (15) calendar days following termination pay the Consultant for all services adequately rendered and all reimbursable costs incurred by Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The following reasons shall constitute "cause" for which either party may terminate this Agreement as provided herein:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's Services by the City for more than ninety (90) calendar days, consecutive or in the aggregate, without good cause;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such Documents and Data and other information within fifteen (15) days of the City's request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Phone: _____
Fax: _____
Attn: _____

City:

City of Downey
11111 Brookshire Avenue
Downey, California 90241
Phone: (562) 904-7102

Fax: (562) 904-7296

Attn: Delfino R. Consunji, P.E., Director of Public Works/City Engineer

With a courtesy copy to:

City of Downey
City Attorney's Office
11111 Brookshire Avenue
Downey, California 90241

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk. Consultant exclusively retains any and all intellectual property rights to its internally developed hardware and software. As such, IP documentation of Consultant electronics and other hardware, and source code listings, will not be available under this Agreement.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is

generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement of the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

3.5.6 Indemnification.

3.5.6.1 General Indemnification. Except as provided in subdivision 3.5.6.2 below which is applicable to "design professionals" only, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The Consultant's duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Consultant and/or its personnel are employees of the City, have been misclassified as an independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, and agents or volunteers. Consultant shall not be obligated to defend, indemnify or hold the City harmless in any manner whatsoever for any claims or liability arising solely out of the City's own negligent acts, errors or omissions or willful misconduct.

3.5.6.2 Design Professionals. The provisions of this subdivision 3.5.6.2 shall apply only in the event that Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional" within the meaning of Section 2782.8(c), then, notwithstanding subdivision 3.5.6.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and City's officers, officials, employees, volunteers and agents from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or service for or on behalf of City under this Agreement. The Consultant's duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Consultant and/or its personnel are employees of the City, have been misclassified as an independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Such obligations to defend, hold harmless and indemnify City or any City officers, officials, employees or volunteers shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of City or such City officers, officials, employees, volunteers and agents. Consultant's cost to defend City and/or City's officers, officials, employees or volunteers against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City officers, officials, employees, volunteers and/or agents under this subdivision 3.5.6.2, Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness or willful misconduct.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be the courts in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

3.5.23 Effect of Conflict.

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, any of its exhibits, attachments, purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements set forth in this Agreement. Consultant shall ensure that City is an additional insured as required in Section 3.2.10.4. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF DOWNEY,
a California municipal corporation
and charter city**

(Consultant)

By: _____
Claudia Frometa, Mayor

By: _____

Attest:

Maria Alicia Duarte, CMC,
City Clerk

Approved as to Form:

Yvette M. Abich Garcia,
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
SCHEDULE OF SERVICES

EXHIBIT "C"
COMPENSATION