



CITY OF TUSTIN

300 Centennial Way Tustin, California 92780
REQUEST FOR PROPOSALS

for
Professional Consulting Services
for the
Main Street Improvements Project (CIP 40087)
March 2016

PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

Ken Nishikawa
Deputy Director of Public Works - Engineering
Public Works Department
City of Tustin
300 Centennial Way
Tustin, California 92780

no later than 4:00 PM on April 26, 2016. Seven (7) copies of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Main Street Improvements". **Proposals received after the specified time will not be accepted and will be returned unopened.** Fees shall be provided in a separate sealed envelope. Questions regarding this request will be limited to written form and shall be submitted no later than fourteen (14) calendar days prior to the deadline for proposal submission. Verbal inquiries will not be accepted. Questions shall be directed to Ken Nishikawa.

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I. PROJECT DESCRIPTION

The project is located on Main Street between Prospect Avenue and Newport Avenue. The proposed improvements are intended to create a more pedestrian and bicycle-friendly environment with traffic calming features and to create a strong entrance into Old Town with the inclusion of a gateway entry sign. In addition, improvements are proposed on El Camino Real at various locations to facilitate outdoor gatherings and events.

Improvements on Main Street include reducing the curb-to-curb width to approximately 56 feet to match the roadway west of Prospect Avenue; widening of the sidewalks on both sides of the street; relocating the library parking lot driveway easterly to align with the Tustin Plaza driveway on the south side of the street; construction of an 8-foot wide landscaped median; installation of in-pavement lighted crosswalks at the intersections of Main Street and C Street, Prospect Avenue, and the easterly library parking lot driveway; installation of a gateway sign spanning the street; installation of electrical receptacles at tree well locations and the necessary electrical circuits to power "mini-string lights" in the trees; and addition of Class II bike lanes, street trees, street furniture, and lighting. Improvements on El Camino Real include construction of outdoor seating areas and "parklets" at various locations and installation of removable or retractable bollards at strategic locations to facilitate the closure of the street for special events. Attachment "A" to this RFP includes graphic exhibits of conceptual street cross-section and other design elements.

II. TENTATIVE SCHEDULE OF EVENTS

03/03/16	Issuance of Request for Proposals
03/17/16	Mandatory Pre-Proposal Conference*
04/12/16	Deadline for written questions
04/26/16	Proposals due at Tustin City Hall by 4:00 PM
04/27/16 – 05/25/16	Selection Process
06/07/16	City Council Approval of Consultant Contract
06/27/16	Issuance of notice-to-proceed (est. date)

* Prospective consultants shall attend a mandatory pre-proposal conference, which will include a walking tour of the project site with City staff. The meeting will assemble in the Engineering Conference Room at City Hall, 300 Centennial Way, at **1:30 PM on March 17, 2016.**

III. SCOPE OF WORK

The proposed Scope of Work, at a minimum, should include and address each of the tasks which follow in sufficient detail to fully understand the proposed products and deliverables, timelines for delivering progress plans, coordination meetings, and relationship of the Consultant-In-Charge to others on the Consultant's team. Although the City is attempting to identify the limits and services required, this should not unnecessarily limit the consultant in the development of a scope it believes is necessary to meet the City's goals and objectives:

1. DESIGN SURVEY AND BASE MAPPING

A detailed topographic survey and map, plotted at a scale of 1" = 20' supplemented with field inventories and verification shall be prepared and used by the Consultant in the preparation of the improvement plans. All existing surface features must be depicted clearly on these plans. A thorough investigation of existing underground utilities shall be performed, including research of record drawings on file at the City and all applicable utility companies and field reconnaissance, including pot-holing as necessary. All existing utilities shall be accurately depicted both horizontally and vertically on the improvement plans and profiles.

This survey work shall also include the filing of corner records for the tie-out of existing monuments with the Orange County Surveyor prior to and after construction.

2. GEOTECHNICAL

A complete geotechnical investigation shall be performed to evaluate the surface and subsurface conditions along the project alignment. The report shall include, but not be limited to the following: existing pavement conditions with in-place strength test results, field core samplings with laboratory data and R-values, recommendations for pavement design, recommendations for type and strength of concrete to be used for structures, any special trenching requirements, and any other recommendations for the construction of the project.

3. IMPROVEMENT PLANS

Complete street improvement plans and profiles, landscape/irrigation plans, traffic signing and striping plans, electrical plans, and precise grading plan (library parking lot modifications) shall be prepared in ink on standard 24" x 36" mylar (4 mil) at a scale of 1" = 20'. The plans shall include, but not be limited to the following: identification of topographic features, existing underground utilities, curb and gutter, sidewalks, drive aprons, asphalt concrete pavement, street lights and

conduit, traffic signing and striping, traffic signals, conduits and detector loops, traffic control, and all proposed improvements clearly identified and dimensioned. The plans shall also include full construction details, as required, including, but not limited to, details and specifications for in-pavement lighted crosswalks, removable or retractable bollards, outdoor seating areas/parklets, storm water treatment BMP's, decorative paving, and light poles/fixtures.

The Consultant is responsible for evaluating access ramps and driveway approaches for compliance with the latest federal standards and, where applicable, access ramps and driveway approaches shall be redesigned to meet the current federal standards.

4. SPECIFICATIONS

The City of Tustin has adopted the Standard Specifications for Public Works Construction ("Green Book" latest edition) for highway construction, and the State of California Standard Specifications and Plans (latest edition) for traffic signal, signing and striping construction. The Consultant shall prepare detailed project technical specifications for bidding and construction purposes in accordance with the standard City format and with the City's standard boiler-plate detailed specifications where applicable. The Consultant is responsible for Detailed Technical Specifications and the Bid Items Listing (to be included in Section C). The City will prepare Sections A through D, excluding the Bid Items Listing, and Section E, Part 1.

5. OUTDOOR SEATING AREAS / PARKLETS

The Consultant shall study and identify strategic and safe locations along El Camino Real to integrate outdoor seating areas and/or parklets. The studied locations should include, but not be limited to, the three (3) locations identified on the exhibit in Attachment "A". The City will select six (6) to eight (8) of the identified locations for implementation. Following design standards currently being developed, the Consultant shall provide complete design, construction details, and specifications for each location.

6. GATEWAY ENTRY SIGN

A gateway entry sign spanning the street is to be located on Main Street between Centennial Way and the Tustin Library/Tustin Plaza driveways. The Consultant shall develop at a minimum three (3) design concepts for consideration. Complete drawings and specification shall be prepared for the selected design concept, including the design aesthetic and specifications of all materials, colors, and

finishes. The sign fabricator will be responsible for the structural design and shop drawings. Attachment "A" to this RFP contains a photo simulation of Main Street with an example design concept of the gateway entry sign.

7. ESTIMATES

The Consultant shall calculate quantities and prepare preliminary and final itemized cost estimates for the various bid items. The City requires unit breakdown of construction items. Lump sum items will require City approval, and requires sufficient back-up information to justify the estimated cost. The final estimate is to be submitted with the final construction plans and specifications.

8. UTILITY COORDINATION

The Consultant shall provide full coordination with all affected utilities. This includes, but is not limited to, distributing an initial notice with map of project area requesting facility locations and a second notice with preliminary plans at the approximate 90% completion stage. A utility log shall be maintained to track all correspondence, responses, requests, and potential conflicts. It is the Consultant's responsibility to ensure that a written response is received from all utility companies. Follow-up correspondence will be required with utilities that need to be relocated or adjusted prior to or during construction.

9. WATER QUALITY MANAGEMENT PLAN (WQMP)

The Consultant shall prepare a project specific Priority Water Quality Management Plan (WQMP), utilizing the Santa Ana Region Model WQMP, the Technical Guidance Document, and the Public Agency WQMP Template.

10. ENVIRONMENTAL

California Environmental Quality Act (CEQA):

The Consultant shall research and provide the determination as to whether or not this project is categorically exempt from the provisions of CEQA or if a Negative Declaration (ND) or Environmental Impact Report (EIR) is required. Consultant shall include fees in the proposal for each type of document that may be required. If a ND or EIR is required, Consultant shall prepare the Environmental Initial Study and environmental review of the preliminary plans and report. This work shall include preparation of complete environmental documentation in accordance with CITY's procedures and pursuant to CEQA requirements. It must address all relevant

environmental impact issues that have been specified in the Initial Study. Coordinate with City staff as necessary.

National Environmental Policy Act (NEPA):

In anticipation of potential federal construction funding, the Consultant shall follow all steps and procedures outlined in Chapter 6 of the Caltrans Local Assistance Procedures Manual (LAPM) to achieve NEPA clearance and obtain an Authorization to Proceed (E-76) from Caltrans. The Consultant shall complete a Preliminary Environmental Study (PES) Form (LAPM Exhibit 6-A) and determine the required technical studies, level of analysis, and the appropriate NEPA Class of Action, Categorical Exclusion (CE), Environmental Assessment (EA), or Environmental Impact Statement (EIS). Consultant shall include fees in the proposal for the preparation and processing of each type of document that may be required.

11. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Consultant shall develop a project specific Disadvantaged Business Enterprise (DBE) goal pursuant to Chapter 9 of the Caltrans Local Assistance Procedures Manual utilizing procedures outlined in "Exhibit 9-D - DBE Contract Goal Methodology" and process any required agreements/forms through Caltrans District 12 Division of Local Assistance.

IV. PROPOSAL REQUIREMENTS

Although the City requires no specific format, this section is intended to provide guidelines to the consultant regarding features that the City will look for and expect to be included in the proposal.

1. **Content & Format**

The City requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. Consultant's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material will not be favorably received.

Proposals shall contain no more than ten (10) typed pages using a 10 point minimum font size, including transmittal/offer letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. The purpose of these restrictions is to minimize the costs of proposal preparation and to ensure that the response to the RFP is fully relevant to the project.

The proposal should include the following:

- Transmittal/offer letter.
- Page numbering.
- Index/Table of Contents.
- Approach.
- Team Organization including an organization diagram and time commitment of key staff.
- Statement of Qualifications including descriptions of similar projects by key staff to be assigned during the term of the contract.
- Brief resumes of key staff.
- Schedule of Hourly Rates and fees in a separate sealed envelope.

2. Approach

A description of the firm's approach and work program to meet the city's objectives shall be included. It should explain the technical approach, methodology, and specific tasks and activities that will be performed to address the specific issues and work items.

3. Team Organization

The purpose of this section is to describe the organization of the project team including subconsultants and key staff. A project manager and an alternate project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with the City. An organization diagram shall be submitted showing all key team members and illustrating the relationship between the City, the project manager, key staff, and subconsultants. There also should be a brief description of the role and responsibilities of all key staff and subconsultants identified in the team organization.

4. Statement of Qualifications

The information provided in this section should describe the qualifications of the firm and key staff in performing projects within the past five years that are similar in scope and size to demonstrate competence to perform these services. The projects listed should be those that the key staff named for this project were responsible for performing. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities.
- The client's name, contact person, addresses, and telephone numbers.
- A brief description of type and extent of services provided.
- Completion dates (estimated, if not yet completed).
- Total costs of the projects.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.

5. **Fee Proposal**

Compensation for services provided shall be based upon the consultant's detailed fee proposal to furnish the services detailed in their proposal.

A Fee Proposal shall be submitted in a separate, sealed envelope and marked as "Fee Proposal" along with the name of the project.

A work program together with a breakdown of labor hours by employee billing classification together with the cost of non-labor and subconsultant services shall be included with the fee proposal. The labor breakdown shall be compiled based upon a listing of work tasks that correlates with the consultant's defined scope of work for the project proposal. This information will be used by the City staff to evaluate the reasonableness of the fee proposal and may be used in negotiating the final fee amounts for the contract agreement.

The fee proposal of the three top ranked consultants will be opened at the conclusion of the consultant evaluation and selection process. Fees will not be used to determine the ranking of the consultants. The Fee Proposals of those consultants not ranked in the top three will be returned to them unopened upon award of contract to the selected consultant.

The City will negotiate the final fee with the top ranked consultant.

Reimbursable expenses shall not be allowed unless negotiated prior to a contract.

Price escalations during the contract term are disfavored and will not be allowed unless negotiated prior to execution of contract.

Although no public meetings are anticipated, the fee proposal shall include a unit cost for a public meeting (eg, \$/public meeting) in the event a meeting or meetings will be required.

The consultant shall prepare progress billings, reflective of the project schedule and the scope of work completed, by line item and description.

6. **Statement of Offer & Signature**

The Proposal shall contain a statement that the proposals are a firm offer for a 90-day period and signed by an individual authorized to act on behalf of the firm.

V. GENERAL REQUIREMENTS

I. Insurance Requirements

The consultant shall furnish with the proposal proof of the following minimum insurance coverage. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. General Liability and Automobile Liability Coverage** - \$1,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Professional Liability Coverage** - \$1,000,000 per occurrence (note: A "claims made" policy is acceptable). If consultant provides "claims made" coverage, consultant shall also agree in writing to either:
- i. Purchase Tail Insurance in the amount required by the resulting agreement to cover claims made within five years of completion of consultant's services under the agreement.
 - ii. Maintain professional liability insurance coverage with the same carrier, or with an equivalent carrier in the amount required by the resulting agreement five years after completion of consultant's services under this agreement.

The consultant shall provide written evidence of either form by executing the attached letter agreement (Attachment B) on consultant letterhead.

- C. Worker's Compensation Coverage** - State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Tustin.

The consultant is encouraged to contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement. The City shall be named as Additional Insured and no policy may be modified or cancelled prior to thirty (30) days written notice. Certificates of insurance and insurer endorsements evidencing the required insurance shall be provided.

2. Standard Form of Agreement

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included as Attachment A. **The consultant shall carefully review the agreement, and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.**

3. Disclaimer

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, or to cancel this RFP in part or in its entirety. The City may require the selected consultant to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

4. Assigned Representatives

The City will assign a responsible representative to administer the contract, and to assist the consultant in obtaining information. The consultant also shall assign a responsible representative (project manager) and an alternate, who shall be identified in the proposal. The consultant's representative will remain in responsible charge of the consultant's duties from the notice-to-proceed through project completion. If the consultant's primary representative should be unable to continue with the project, then the alternate representative identified in the proposal shall become the project manager. The City's representative shall first approve any substitution of representatives or subconsultants identified in the proposal in writing. The City reserves the right to review and approve/disapprove all key staff and subconsultant substitution or removal, and may consider such changes not approved to be a breach of contract.

5. City Business License

A city business license will be required of the consultant and any subconsultants for services under this agreement.

VI. CONSULTANT EVALUATION & SELECTION PROCESS

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The following criteria will be used in evaluating the proposals using a point value system (100 points) based upon the weighting indicated below:

1. Approach and work plan to achieve specified City objectives. (40 points)
2. Qualifications and experience of the project manager and other key individuals. (40 points)
3. Clarity of proposal. (10 points)
4. Compliance with proposal requirements including the ten (10) page limitation. (10 points)

Reference checks will only be conducted for a short list of firms or the top rated firm.

The City may elect to interview a short list of qualified firms or to interview only the top rated firm based upon the proposals submitted for the project.

The City staff will negotiate a contract with the best qualified firm for the desired consulting services. Should the City staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. Negotiations will then be undertaken with the next most qualified firm. Failing accord with the second most qualified firm, the City staff will terminate negotiations and continue the negotiation process with the next most qualified firms in order of their evaluation ranking until an agreement is reached and a firm is selected and an agreement is executed.

Additional information related to the consultant selection process will be made available in the future once the City has executed this contract. Please refrain from making any verbal inquires or requests for a formal debriefing related to the subject RFP until the City of Tustin completes the ongoing contract process.

VII. ADMINISTRATION SPECIFICATIONS

A. The City of Tustin's Rights to Proposals

All proposals, upon submission to the City of Tustin shall become its property for use as deemed appropriate. By submitting a proposal, the offer covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. The City of Tustin has the following prerogatives with regard to proposals submitted:

- to accept or reject any or all proposals;
- to correct any arithmetic errors in any or all proposals submitted;

- to utilize any or all the ideas from proposals submitted;
- to change the proposal's due date upon appropriate notification;
- to adopt any or all of an offeror's proposal; and
- to negotiate modifications to the scope and fee with selected offeror prior to contract award.

ATTACHMENTS

- Attachment A --- Various Graphic Exhibits
- Attachment B --- Sample Consultant Services Agreement
- Attachment C --- Letter Agreement

ATTACHMENT 1

GRAPHIC EXHIBITS

Figure 4-11: Main Street Illustrative Plan



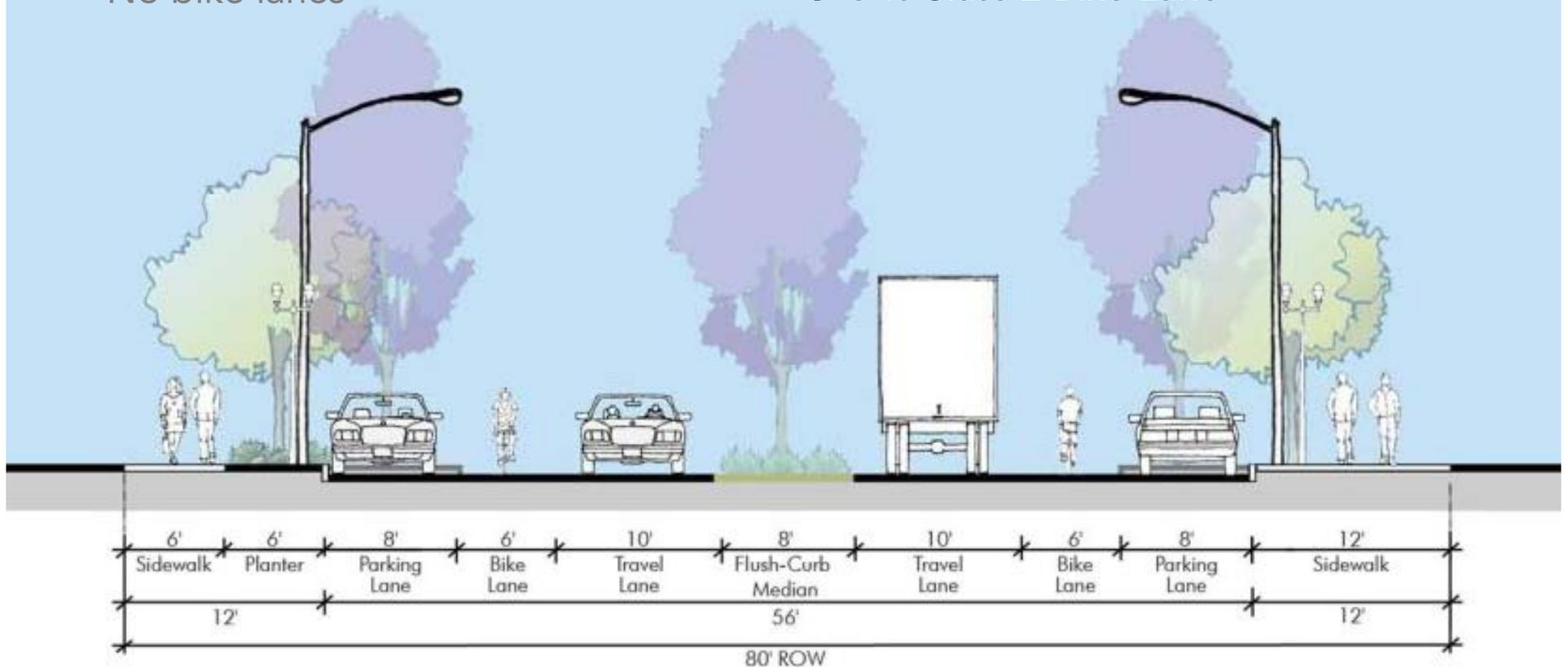
Main Street: Proposed Street Section (looking east)

EXISTING FEATURES

- One 13-ft Travel lane in each direction
- 13-ft Striped turning lane
- Parallel on-street parking
- 6-ft Sidewalk
- 6-ft Planter
- No bike lanes

PROPOSED FEATURES

- One 10-ft Travel lane in each direction
- 8-ft Planted median with turn pocket
- Parallel on-street parking
- 6-ft Sidewalk
- 6-ft Planter
- 6-ft Class 2 Bike Lane



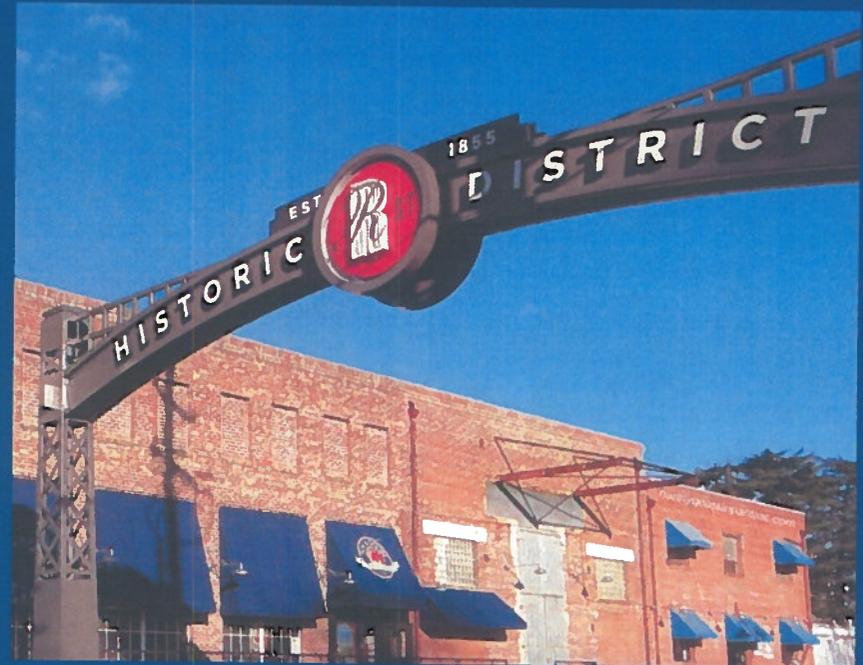
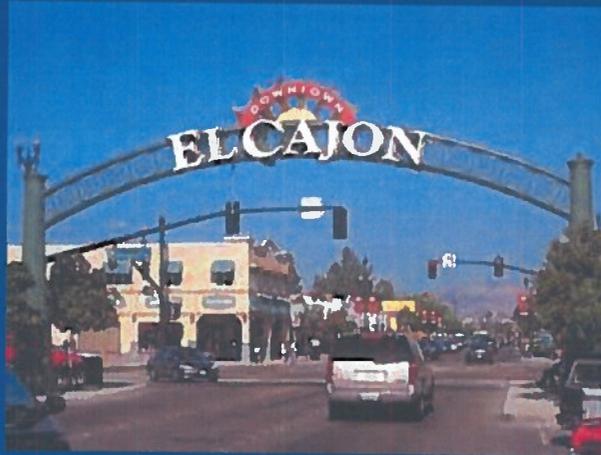
Main Street: Visual Simulation



Opportunities for:

- Gateways
- Plazas
- Multi-modal connections

Monument Entries



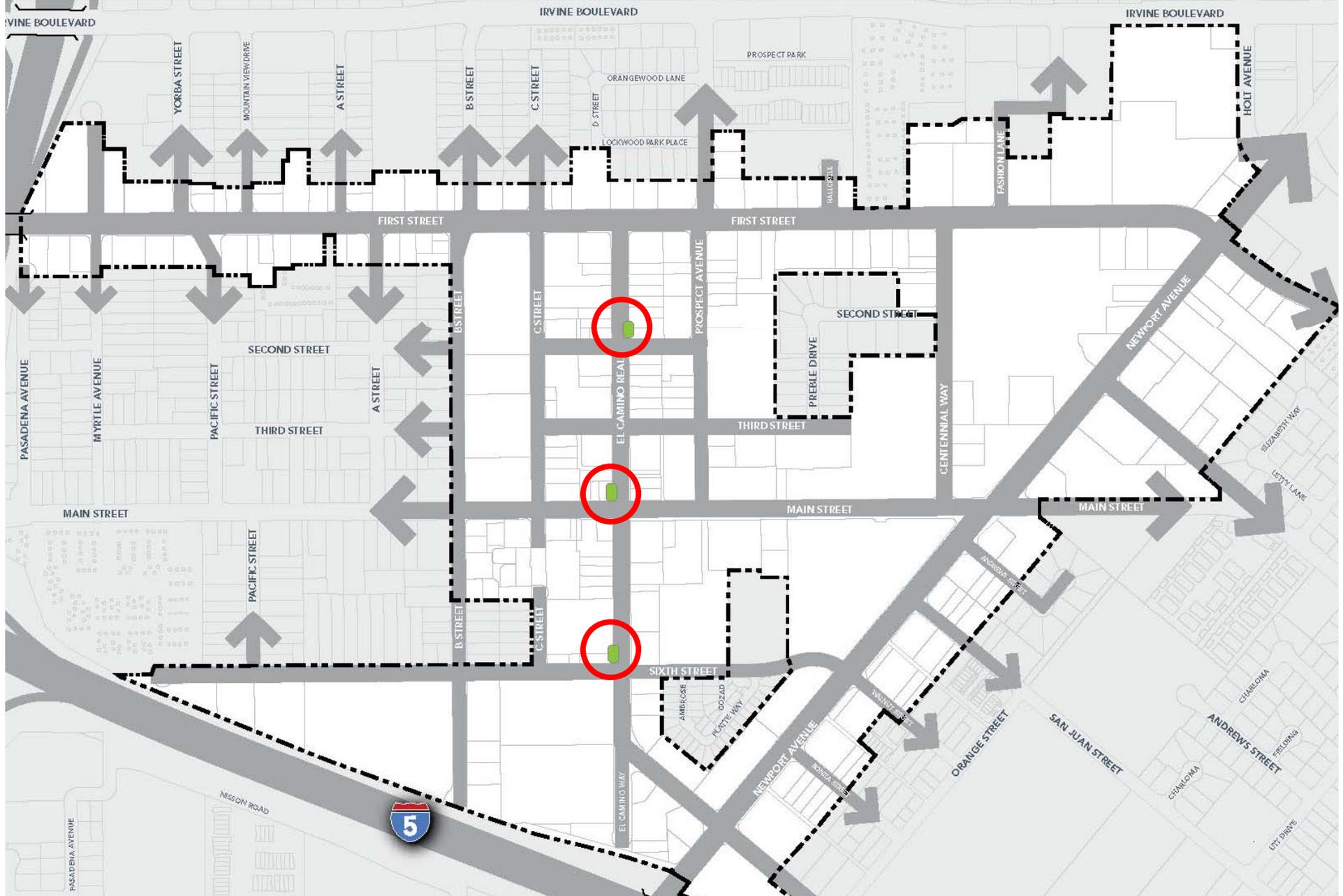
Representative Photos: Potential Sidewalk/Streetscape Treatment



Figure 4-10: El Camino Real Photosimulation



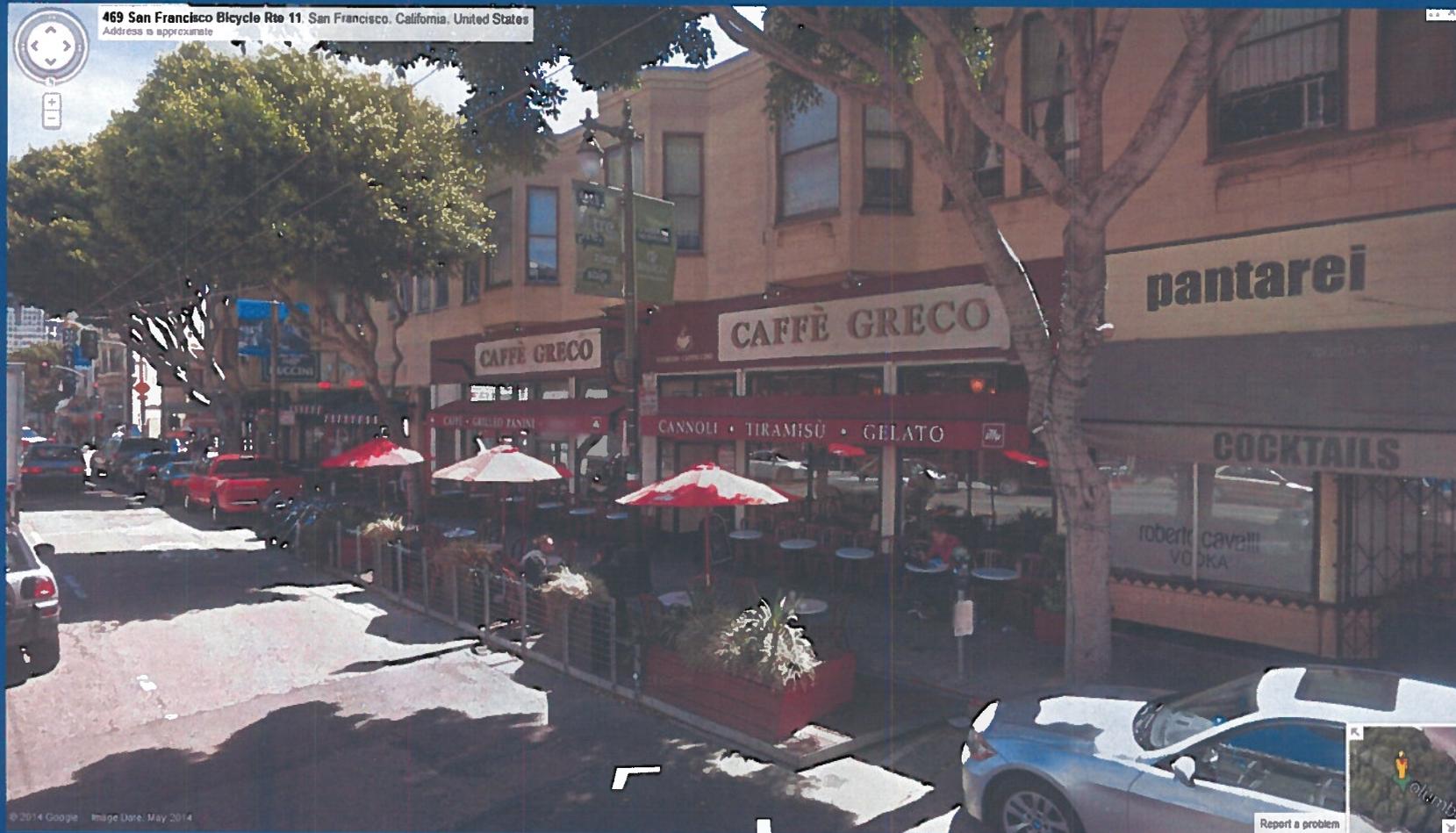
Parklet Program



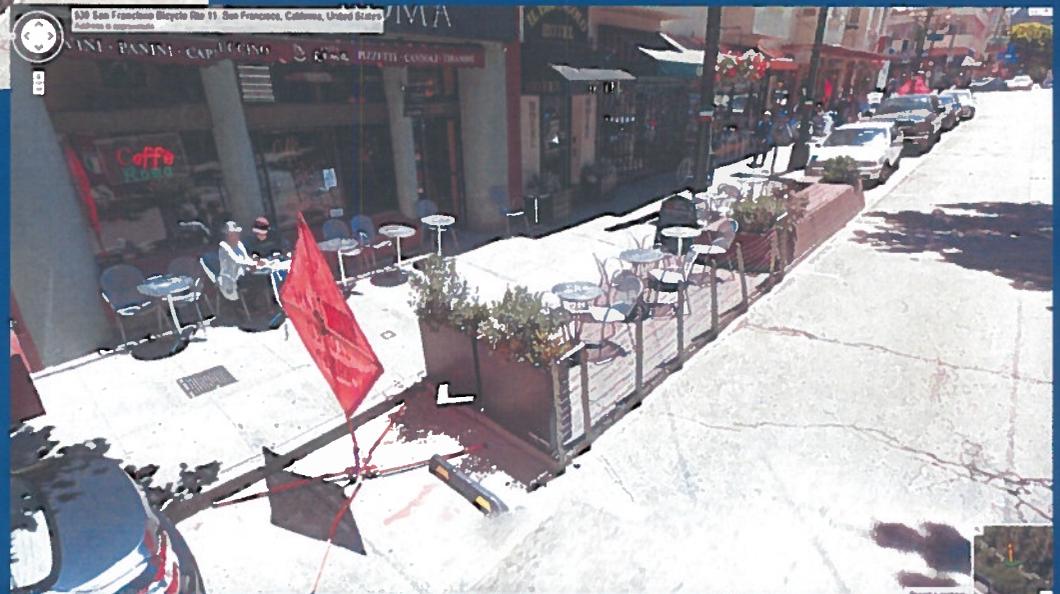
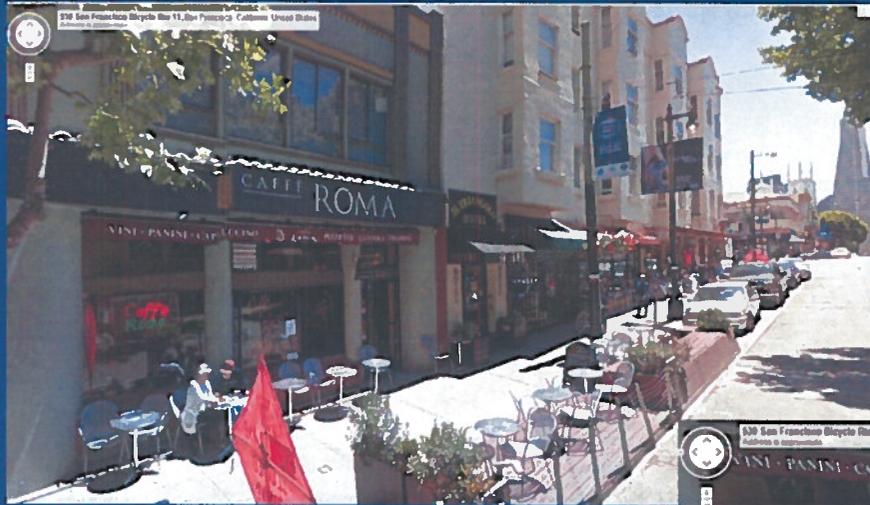
Parklets



Outdoor seating



Outdoor Seating



ATTACHMENT 2

SAMPLE CONSULTANT SERVICES AGREEMENT

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT FOR CONSULTANT SERVICES, is made and entered into this ___ day of _____ 20___, by and between the CITY OF TUSTIN, a municipal corporation, hereafter referred to as "City", and _____, a California Corporation, hereinafter referred to as "Consultant".

RECITALS

WHEREAS, City requires the services of a consultant to furnish the necessary [engineering or other] services for the [describe project] hereinafter referred to as "Project"; and

WHEREAS, City has prepared a Request for Proposal (RFP) dated _____, a copy of which is attached hereto, marked as Exhibit "A" and is by this reference incorporated into this Agreement; and

WHEREAS, in response to City's RFP, Consultant has submitted to City a proposal dated _____, a copy of which is attached hereto marked as Exhibit "B" and is by this reference incorporated into this Agreement; and

WHEREAS, Consultant is qualified to provide the necessary services for the Project and desires to provide said services to City; and

WHEREAS, City desires to retain the services of Consultant for said Project.

NOW, THEREFORE, for the consideration and upon the terms and conditions hereinafter set forth, the parties agree as follows:

AGREEMENT

Section 1: Scope of Consultant's Services

Consultant shall perform all work necessary to complete in a manner satisfactory to City, the services set forth in Exhibit "A" and Exhibit "B" in accordance with the terms and conditions of this Agreement.

Section 2: Order of Precedence

In the event of a conflict between or among any of the documents comprising this Agreement, the following order of precedence shall govern the provision in question:

1. This Agreement
2. City's Request for Proposal (Exhibit "A")
3. Consultant's Proposal (Exhibit "B")

Section 3: Time for Completion

The time for completion of the work to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the work of this Agreement according to reasonable schedules established by the City for various items described and as outlined within Consultant's proposal. Consultant shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Consultant.

Section 4: Compensation

- A. The compensation to be paid under this Agreement shall be as set forth in Exhibit "B", which shall not exceed a total cost of \$_____.
- B. Consultant shall submit detailed invoices, based upon the actual work performed accompanied by backup documentation as requested by the City.
- C. Progress payments for work completed shall be paid by City as the work progresses, within thirty (30) days of the date of Consultant's invoice.
- D. Consultant shall provide City with a monthly itemization of all work performed, and the fees accrued thereon, in complete and sufficient detail to fully apprise City thereof.

Section 5: Independent Contractor

Consultant's relationship to City in the performance of this Agreement is that of an independent contractor. Consultant's personnel performing services under this Agreement shall at all times be under Consultant's exclusive direction and control and shall be employees of Consultant and not employees of City. Consultant shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social

security, income tax withholding, unemployment compensation, worker's compensation and similar matters.

Section 6: Indemnification

Consultant agrees to indemnify, defend and hold City, its officers, agents, employees, successors and assigns harmless from any loss, damage, injury, sickness, death, or other claim made by any person and from all costs, expenses and charges including attorney's fees caused by or arising out of Consultant's, its officers', agents', subcontractors', or employees' negligent acts, negligent errors, or negligent omissions or willful misconduct, or conduct for which the law imposes strict liability on Consultant in the performance or failure to perform this Agreement.

Section 7: Insurance

- A. Consultant shall maintain in full force and effect during the term of this Agreement policies of commercial general liability and automobile liability insurance (each of which shall include property damage and bodily injury) and each with limits of at least \$1,000,000 combined single limit coverage per occurrence.
- B. Consultant shall maintain in full force and effect during the term of this Agreement a policy of professional liability insurance coverage with limits of at least \$1,000,000 combined single limit coverage per claim or per occurrence. If Consultant provides claims made professional liability insurance, Consultant shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement or to cover claims made within five (5) years of the completion of Consultant's service under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier, or with an equivalent carrier in the amount required by this Agreement for at least five (5) years after completion of Consultant's services under this Agreement. Consultant shall also provide evidence to the City of the purchase of the required tail insurance or continuation of the professional liability policy by executing the attached Letter Agreement on Consultant's letterhead.
- C. Consultant shall carry and pay for such workers' compensation insurance as is required to fully protect Consultant and its employees under California Worker's Compensation Insurance Law. The insurance company shall agree to waive all rights of subrogation against the City for losses paid under the policy, which losses arose from the work performed by the named insured.
- D. Other applicable insurance requirements are: (1) Name the City, its officials and employees as additional insured on the commercial general liability and automobile liability insurance policies. (2) The insurance shall be issued by a company authorized by the Insurance Department of the State of California and

rated A, VII (seven) or better (if an admitted carrier) or A-, X (ten) or better (if offered by a surplus line broker), by the latest edition of Best's Key Rating Guide, except that the City will accept workers' compensation insurance rated B-, VII (seven) or better, or from the State Compensation fund. (3) The insurance shall not be cancelled, except after thirty (30) days written prior notice to the City; and (4) The commercial general liability and automobile liability insurance shall each be primary as respects the City, and any other insurance maintained by the City shall be in excess of this insurance and not contribute to it.

- E. Upon execution of this Agreement, Consultant shall provide to City certificates of insurance and insurer endorsements evidencing the required insurance. Insurer endorsements (or a copy of the policy binder if applicable) shall be provided as evidence of meeting the requirements of Subsections (1)(3) and (4) of Section 7D above and the waiver of subrogation requirement in Section 7C above. If self-insured for worker's compensation, Consultant shall submit to City a copy of its certification of self-insurance issued by the Department of Industrial Relations.

Section 8: Termination of Agreement

- A. City and Consultant shall each have the right to terminate any or all of the services covered by this Agreement at any time or any reason by giving ten (10) business days written advance notice to the other party.
- B. Upon termination of this Agreement, Consultant shall be paid for services rendered by the effective date of the termination.
- C. Upon termination of this Agreement or completion of the Project, all documents relating to the Project shall become the sole property of City. Should City terminate this Agreement pursuant to subparagraph A. of this Section, Consultant shall within ten (10) business days of receipt of notice of termination, provide City with all documents within Consultant's possession relating to this Agreement and the Project, including but not limited to all completed documents and all drafts of uncompleted documents.

Section 9: Notice

Any notice allowed or required to be given shall be effective upon personal delivery thereof, or upon depositing thereof in the United States Postal Service, certified mail, upon receipt requested, postage prepaid, addressed as follows:

To City: City of Tustin
Attn.: Douglas S. Stack, Director of Public Works/City Engineer
300 Centennial Way
Tustin, CA 92780-3715

To Consultant: _____

Section 10: Miscellaneous Provisions

- A. Consultant shall proceed immediately and diligently to perform the services provided for in this Agreement upon receipt of notice from City to proceed therewith.
- B. No part of this Agreement may be assigned by Consultant without the prior written approval of City.
- C. This Agreement shall extend to and be binding upon and inure to the benefit of heirs, executors, administrators, successors and assigns of the respective parties hereto.
- D. Consultant shall perform all services required under this Agreement using that degree of care and skill ordinarily exercised under similar conditions in similar localities, and shall be responsible for all errors and omissions for services performed by Consultant under the terms of this Agreement.
- E. Consultant certifies that there shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any application for such employment, because of race, religion, color, sex, or national origin including but not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.
- F. This Agreement shall be interpreted in accordance with California Law. The parties agree that the Orange County Superior Court is the exclusive venue for any lawsuits by either party regarding this Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the parties on the date and year first above written.

“CITY”
CITY OF TUSTIN

By _____

Title _____

ATTEST:

Erica N. Rabe, City Clerk

APPROVED AS TO FORM:

David Kendig, City Attorney

“CONSULTANT”

By _____

Title _____

ATTACHMENT 3

LETTER AGREEMENT

TO BE REPRODUCED (PRINTED) ON CONSULTANT'S LETTERHEAD

Date:

City of Tustin
300 Centennial Way
Tustin, CA 92780

Attention: Ken Nishikawa, Deputy Director of Public Works - Engineering

Subject:

Dear Mr. Nishikawa:

_____ has executed the Consultant Services Agreement for the above referenced project. In lieu of providing occurrence based professional liability insurance coverage as required by the Agreement, _____ warrants and represents that it shall maintain claims made professional liability insurance coverage with the insurance company listed on the attachment, or with an equivalent carrier, in the amounts indicated for at least five (5) years after the completion of the consulting services under the Agreement. _____ will provide the City with certificates of insurance coverage within the period established above in order to evidence compliance with this Agreement.

Sincerely,

CONSULTANT NAME

Authorized Signature

ACCEPTED AND AGREED TO:

Douglas S. Stack, P.E.
Director of Public Works/City Engineer

APPROVED AS TO FORM:

David Kendig
City Attorney