REQUEST FOR PROPOSALS (“RFP”)

Construction Management and Inspection Services

for

NORTHERN CITIES SMART CORRIDOR EXPANSION PROJECT

Project Contact:
Shirley Chan
City of Daly City
Public Works Department
333 - 90th Street
Daly City, CA 94015
(650) 991-8064

Electronic Proposals are due by 4:00pm January 31, 2024
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I. Project Information

A. REQUEST FOR PROPOSAL NOTICE

The City of Daly City hereby requests proposals from qualified construction management firms to provide construction management/resident engineer and construction inspection services for the Northern Cities Smart Corridor Expansion Project in Daly City and Colma. All questions regarding this Request for Proposal (RFP) shall be directed to:

Shirley Chan
Acting City Engineer
(650) 991-8064
schan@dalycity.org

The construction management/resident engineer and construction inspection services are needed for the implementation of Intelligent Transportation System (ITS) infrastructure in the City of Daly City (“City”) and Town of Colma (“Town”) to advance the overall San Mateo County Smart Corridors Program. The project will enable cities and California Department of Transportation (“Caltrans”) to proactively manage daily traffic and non-recurring traffic congestion caused by diverted traffic due to major incidents on the freeway.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in Section I.D, "SCOPE OF SERVICES," of this notice. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings. The submitting firms must have capacity to complete work within the time limit and construction schedule established by the City.

For questions regarding this RFP, please contact Shirley Chan by e-mail at schan@dalycity.org. Questions shall be received by email before 4pm on January 19, 2024. No oral question or inquiry about this RFP shall be accepted.

Submit the proposal in electronic (PDF) format to the Project Contact, Shirley Chan (schan@dalycity.org) no later than:

4:00 p.m. on January 31, 2024

Each proposer shall submit one (1) electronic copy of the proposal in accordance with Section II, “SUBMITTAL REQUIREMENTS” section of this notice.

This RFP does not commit the City of Daly City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The tentative date for interviews is Wednesday, February 21, 2024. Consultants will be notified in advance if an interview is required.
B. INTRODUCTION

The City of Daly City is seeking proposals for qualified and experienced consulting services for construction management/resident engineer and construction inspection services for the Northern Cities Smart Corridor Expansion Project in the City of Daly City and the Town of Colma to advance and connect the overall San Mateo County Smart Corridors Program.

The San Mateo County Smart Corridor project is one of countywide significance. The Smart Corridor is designed to improve mobility of local arterial streets by installing Intelligent Transportation System (ITS) equipment, such as an interconnected traffic signal system, close circuit television (CCTV) cameras, dynamic message signs, and vehicle detection system, on predefined designated local streets and state routes. The ITS infrastructure provides local cities and Caltrans with day-to-day traffic management capabilities in addressing recurring and non-recurring traffic congestion.

The Smart Corridor project maximizes efficiency of the existing transportation network, smoothing traffic flow and leading to improved safety and reduced travel times. Concurrently, the project minimizes the impact of freeway incident traffic on local streets through proactive traffic management. The segments between the City of San Bruno at the northern limits to the Santa Clara County line in the City of East Palo Alto has been completed. The Northern Cities project, consisting of the Cities of Daly City and Brisbane, and the Town of Colma is the next segment to begin construction. The South San Francisco segment is currently in the construction.

The proposal submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant’s RFP will be evaluated and scored/ranked according to criteria provided in Section III.A, “PROPOSAL EVALUATION.”

C. PROJECT DESCRIPTION

This project continues the implementation efforts of the San Mateo County Smart Corridor Program, initiated by the City/County Association of Governments of San Mateo County (C/CAG). The project includes the installation of fiber optic cable in new conduit, wireless communications, traffic signal controller upgrades and replacement, CCTV cameras, system detection, Arterial Dynamic Message Signs (ADMS), Arterial System Detection/Microwave Vehicle Detection System (MVDS) and trailblazer signs along the project corridors. The project would enhance the communications and coordination between the City’s public safety and public works departments, other Smart Corridor cities, Caltrans and the California Highway Patrol. This project will expand the San Mateo County Smart Corridor concept north into the City of Daly City and the Town of Colma and will include arterial streets: Junipero Serra Boulevard, Serramonte Boulevard and Southgate Avenue. See Appendix C for Project Map Location.

The City envisions three separate contracts for successful completion of this project:

1) Consultant awarded a contract under this RFP will provide construction management/resident engineer and inspection services for the entire duration of the Project;
2) Under a separate procurement, the City will contract with a Civil Construction Contractor to construct the improvements of the Project; and

3) Under a separate procurement, C/CAG will contract with a System Integrator that will develop and deploy field elements and software to integrate the devices and systems. System Integration work will include but is not limited to: software modifications and upgrades to Caltrans D4 ATMS, device and network equipment configuration, integration, testing/verification, incident response timing plan development, system acceptance testing, network training and documentation, and developing and implementing incident response signal timing plans and modifications.

All work must be performed, and work products prepared in a format and manner customarily anticipated by the appropriate approving agency: Caltrans and the City. Consultant attention is directed to the guidelines for Caltrans Construction Manual.

It is required that the consultant’s construction manager/resident engineer or construction inspector maintain a daily presence on the project site whenever contractor construction activities are taking place. Consultant shall coordinate and complete all field and laboratory testing services.

The purpose of this RFP is to select qualified consultant(s) to assist the City with the overall project management, facilitation of the civil contract advertisement, construction management oversight to ensure timely and efficient completion of work by both the Civil Construction Contractor and the System Integrator, Public Outreach, and Construction Inspection Services for the Project. The types of activities include, but are not limited to, project management, schedule management, budget and invoice analysis management, inspection services, systems testing, document control, potential change order management, reporting and construction engineering.

The design plans, specifications and estimate (PS&E) have been prepared and is available upon request. The project is expected to begin construction in the Spring of 2024. Construction is anticipated to last between four (4) to six (6) months. The current estimated construction cost for the project is $4,700,000 before construction contingencies.

D. SCOPE OF SERVICES

The Consultant shall perform the following professional services described in this section.

TASK 1 – Pre-Construction Services

1. Upon receipt of a written “Authorization to Proceed” from the City, consultant shall perform a constructability review of the project construction documents (plans, specifications, and cost estimate) with the goal of minimizing construction requests for information (RFI), construction change orders, unforeseen conditions, and to increase the clarity of the construction documents in order to increase bidder confidence. The consultant shall conduct a constructability review meeting with the City and consultant design team to review the constructability review comments and the scope of the project.
2. Review project schedule which includes all notification timelines noted on all permits, agreements, and contract documents. Upon receipt of contractor's schedule, evaluate and confer with the City regarding workability of schedule or suggest changes that may improve the schedule.

3. Coordinate, host and attend all construction meetings.

4. Review any material related to dispute resolution with contractor’s methodologies, policies, and procedures. Coordinate with the City as necessary.

**TASK 2 – Construction Management/Resident Engineer**

The consultant shall provide a full-time Construction Manager/Resident Engineer (CM/RE) to provide construction management for the subject project. A City Project Lead, in responsible charge, will oversee and provide guidance and owner’s decisions to the CM. The construction management team will maintain construction documents, update the City with project status, and process invoices, CCOs, RFIs, progress payments. The CM’s role and responsibilities shall include, but not be limited to the following:

2.1 CM shall manage this project as the CM/RE, under the responsible charge of the City’s Project Lead, pursuant to and in compliance with all Caltrans Local Assistance Procedure Manual (LAPM) requirements for state-funded construction projects.

2.2 CM shall schedule and conduct a pre-construction conference with the Contractor, Utility Agencies, Caltrans, SamTrans, Project Lead, and City staff to review issues pertaining to the project’s implementation and administration and any special considerations required for a state-funded construction project in accordance with Caltrans LAPM.

2.3 CM shall interpret the contract documents and provide direction to the contractor on issues of a technical and non-technical nature. The CM shall process all RFI and Request for Clarifications (RFC) and any other submittals. The CM will receive shop drawings from the Contractor, review for general completeness, review for compliance with the contract documents, and promptly respond to the Contractor.

2.4 CM shall conduct weekly progress meetings with the Contractor, subcontractors, and Project Lead. The CM shall provide weekly reports to the Project Lead that describe the construction progress, schedule, problem areas and proposed resolutions, submittal status, potential change orders, change orders, claim status, progress payment status, and construction management budget status.

2.5 CM shall manage, coordinate and integrate all inspection activities described in Task 3 and testing described in Task 4, regardless of whether such services are provided by the CM and subconsultant team or at the City’s discretion, provided with City staff or through other City consultants.

2.6 CM shall review, analyze, and make recommendations to the Contractor’s baseline CPM schedule of activities, durations, proper cost loading, and verification of the critical path.
2.7 CM shall compare the Contractor’s progress payment request to the schedule of values and their own daily and weekly report records to confirm that the requested amounts are consistent. This shall include confirmation of “materials on hand” by checking materials stored on site with paid invoice records. Appropriate contract change order work shall also be confirmed and included. The CM shall then recommend to the City the monthly progress payment amount.

2.8 CM shall supervise and implement the project closeout procedures specified in the contract documents. CM shall coordinate the delivery of the as-built drawings in accordance with the project plans and specifications.

2.9 CM shall use document tracking software of its choice to log, track, and process all correspondence, submittals, RFI/RFC, cost quotations, potential change orders, change orders, claims, progress payment requests, and other documents received at the field office. At the completion of the project, the master set of project files shall be indexed per City’s filing system and shall be consistent with Caltrans’ LAPM for the administration of a state-funded construction contract and turned over to the City.

**TASK 3 – Construction Observation/Inspection Services**

Provide full-time inspector and any specialty inspection services, required for the project during construction. Responsibilities include but are not limited to:

3.1 Provide day-to-day on the job observation/inspection of work. Inspection shall be full-time by qualified personnel throughout the duration of the project. Inspector will include construction observation and acceptance of testing as specified in contract specifications. Digital still photos and video records shall be taken of work progress to document the Contractor's work. The inspector shall conduct periodic worker interviews to ensure compliance with the Division of Labor Standards Enforcement. All construction activities shall be coded using the CPM schedule activity numbers and bid item number.

3.2 Project inspector shall observe, monitor, inspect, and document all aspects of the contractor's daily activities including manpower, equipment, and materials. The project inspector shall ensure the prosecution of the work is in accordance with the approved contract documents.

3.3 Project inspector shall ensure the Contractor's temporary installations including, but not limited to traffic controls, falsework, material storage, and work areas are provided and maintained in accordance with approved plans, City standards, industry practices and OSHA guidelines, and that the ROW is safely accessible by both vehicles and pedestrians as intended.
3.4 Perform material testing services as required per the project special provisions, Caltrans Material Testing Manuals;

- Source inspection and material approval documentation for all source inspection.
- For material requiring inspection required by Caltrans Materials Engineering and Testing Services (METS), coordinate inspections, testing and approvals.
- Performing and assisting in performing the duties of a Construction Inspector including civil, electrical, landscape, structural, and utility construction engineering. This work includes, but is not limited to, performing quantity calculations, checking grade and alignment, materials sampling and control,
- Perform material testing services as required per the project special provision. coordinating scheduling, reviewing certified payroll, conducting labor compliance interviews, and any other task.
- Providing materials sampling and testing required by the Project.
- Performing and assisting in performing materials and/or product manufacturing inspection in the field or at the manufacturer’s plant location. This work includes, but is not limited to, verifying the materials and/or products conform to the plans, specifications, material tests, and quality control.

3.5 Provide specialty inspections and testing in accordance with applicable standards and requirements. This includes but is not limited to geotechnical testing. If deemed necessary, advertise and procure specialty inspection services in accordance with all applicable regulations.

**TASK 4 – Testing Oversight**

Oversee systems testing, integration, and implementation support work to ensure a full operational system with the System Integrator contractor, including but not limited to:

5.1 Lead all coordination between the Consultant and System Integrator contractor, and also coordination with Caltrans, the City, C/CAG and any other contractors or stakeholders as needed.

5.2 Lead oversight of system integrator’s work, including testing of individual system components, such as:
- CCTV Cameras and Systems
- Trailblazer Signs (TBS)
- Network Switches and Routers
- Hardware and Software
- Traffic Signal System
- Traffic Signal Controllers
- Video Image Detection Systems and Cabinets
- Fiber Optic and Wireless Communications

5.3 Provide oversight of overall network integration, from start to finish.
- Though testing may be performed by others, witness tests, confirm that test results are safety certified by the engineer or contractor and files as appropriate, and ensure that integration is fully functional.
- Review, oversee, witness and prepare reports on smart corridor system components installed, configured and tested by the Contractor.

**TASK 5 – Post Construction Services (Close Out/Claims)**

The post construction services task includes project closeout after issuance of substantial completion for the construction Contractor. This task includes, but is not limited to, reviewing punch lists items of remaining work, final payment, contract change orders, global settlements, dispute resolution, and arbitration meetings. The design consultant will provide project changes to original design documents. The consultant shall perform final inspection and project acceptance recommendation. In addition, the consultant shall review and sign as-built drawings, including red-lining and mark up. The consultant shall review equipment labeling and asset inventory to ensure thoroughness and completion. The consultant will ensure that equipment inventory and warranty information is accurately and thoroughly documented. Lead all coordination between the Consultant and System Integrator contractor, and also coordination with Caltrans, the City, C/CAG and any other contractors or stakeholders as needed.
II. Submittal Requirements

A. PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of the proposal by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposal, to simplify the review process and to help assure consistency in format and content. The Consultant shall submit one (1) electronic version (PDF format) as noted in Section I.A of the proposal containing 8-1/2” x 11” sheet sizes for the text and 11” x 17” sheet sizes for any fold-out drawings. The proposals should not exceed thirty (30) pages for all materials. The Cover, Transmittal or Cover Letter, Table of Contents, and resumes of key personnel will not be counted towards the 30-page limit. Double sided pages will count as two pages. Submit proposals to:

Shirley Chan
schan@dalycity.org

The proposal should include elements and be organized in the order presented below.

1. Transmittal or Cover Letter
   a. To the attention of: Ms. Shirley Chan, Acting City Engineer, Engineering Division, Public Works Department, 333 - 90th Street, Daly City, CA 94015.
   b. The letter shall be on Consultant letterhead and include the Consultant’s contact name, mailing address, telephone number, and email address. The letter will address the Consultant’s understanding of the services being requested and any other pertinent information the Consultant believes should be included.
   c. Wet-signed in blue ink or electronic signature by an authorized individual of the office of the prime consultant. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

2. Acknowledgement of Addenda
   If any addenda are issued, you must acknowledge your receipt of them by including a statement in your transmittal letter.

3. Table of Contents
   The proposal must include a table of contents that includes a clear identification of the materials by section and page number.

4. Consultant Information/Profile and Project Team Qualifications and Experience
   The City will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. Submit a brief history of your firm’s experience providing a description of previous relevant projects. These projects must illustrate the quality, type, and past performance of the project team. Include sub-consultants and a description of their proposed services where applicable. Submittals
shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

a. Contracting agency (and other participating agencies), project name and location
b. Contracting agency Project Manager and contact information
c. Contract amount
d. Construction contract amount
e. Funding source
f. Date (month and year) of contract and completion
g. Consultant Project Manager and contact information
h. Project Objective, Description and Outcome
i. Firm’s project responsibility
j. Names of key personnel involved in working on the project
k. Two (2) client references for each project, including contact names, addresses, telephone numbers and email addresses.
l. Describe issues or problems during construction or during the administration of the state-funded project and how these issues were resolved.
m. Describe key take-aways or lessons learned from these projects that could have helped mitigate some of the issues in sub-section b. above on this project or future projects.

5. Project Approach and Organization

a. With reference to Section I “Project Information” of this RFP, present your approach and organization for providing services on this project. Indicate your understanding of the critical project elements, and what special approaches your team will feature to manage these elements.

b. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed including methods of planning, scheduling, delivery of tasks, coordination meeting strategies and your approach to managing resources and maintaining quality results and safety. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.

c. Provide a summary of the overall approach to quality control. Specifically, outline the internal protocol for ensuring clear communications between the City, C/CAG, Town, the prime consultant, and all sub-consultants.

d. Describe the roles of key individuals on the team. Provide resumes and at least two (2) references for all key team members. Resumes shall show relevant experience, for the Project’s Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager/RE,
shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project. Resumes can be two pages each, maximum.

6. **Scope of Work**
   a. Include a detailed Scope of Work Statement describing your understanding of the project and the process and approach for all services to be provided. Discuss how the Proposer will conduct the work, identify deliverables and coordination needs. The RFP may include additional tasks the Proposer believes necessary to accomplish the project goals. Additional items included that are not specifically requested in the Scope of Work must be clearly described as “additional or optional tasks.”
   b. Describe project deliverables and timing for each phase of your work.
   c. Describe your cost control and budgeting methodology for this project.
   d. Provide responses to the following:
      i. Describe critical engineering design issues associated with the project and how you will address these.
      ii. How cost and schedule could be minimized.
   e. Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, etc.) to successful completion of Scope of Work, discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

7. **Schedule of Work**
   Provide a detailed schedule for all phases of the project and the proposing Consultant’s services including time for reviews and approvals by others. The schedule shall meet the Project Schedule shown in Section I.C, “PROJECT DESCRIPTION”; however, expedited schedules are preferred with justification for timeline feasibility. The schedule shall include the critical path of the work items, start, finish and predecessors. Tasks or Milestones, which are interdependent, must be identified, along with the completion date of each milestone. The schedule should show the expected sequence of key tasks, including any critical points for coordination among stakeholders, contractors, and/or system integrator.

8. **Conflict of Interest Statement**
   The proposing Consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have financial interest in the outcome of this contract or the construction project that will follow.

9. **Task Hours**
   Consultant will provide a breakdown of the total hours per task in the RFP. This should
be included in the Consultant’s RFP and not provided in a separate and sealed envelope. Cost proposal shall be submitted in a separate sealed envelope from the proposal. Refer to Section II.B, “COST PROPOSAL AND HOURLY BILLING RATES” below for more information.

The proposal shall be good for a period of 3 years. The cost for the remaining 2 years shall be adjusted accordingly based on the appropriate increase of the Consultant’s summary of fees and charges. Attention is directed to the City’s Standard Consulting Agreement. The City shall reserve the right to cancel the Consulting Agreement per the provisions of Section 6 of the City’s Standard Consulting Agreement.

10. Required Exhibits and Forms
   Refer to Appendix B.

B. COST PROPOSAL AND HOURLY BILLING RATES

This is an actual cost-plus-fixed fee contract with a maximum not-to-exceed amount. The cost of services shall be billed in accordance with the Consultant’s summary of fees and charges. The total budget cost shall be distributed among the various tasks.

The City reserves the right to negotiate with or to decline to enter into contracts with a consultant whose rates are unreasonable in the City’s sole discretion.

a. The prime consultant shall provide a cost proposal to accomplish each deliverable and phased task (per Section I.D, “SCOPE OF SERVICES”).
   • The prime consultant and sub-consultants shall provide a complete list of all staff hourly rates of the positions by name that would be invoiced, i.e., Principal, Project Manager, Inspector, Administrative Support, etc.

b. During the contract term, there is no provision for hourly rate increases or adjustments. If an amendment to extend the contract expiration becomes necessary, hourly rate increases/adjustments will be permitted in accordance with Caltrans LAPM and applicable local ordinances.
III. Selection Process

A. PROPOSAL EVALUATION

The City has allocated approximately fifteen (15) working days for review of the proposals. The following specific criteria and the maximum possible points for each criterion, for a total of 100 points, will be used in evaluating and rating the proposals*:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
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</thead>
<tbody>
<tr>
<td>1) <strong>Project Understanding</strong> – Knowledge and understanding of the contract requirements, critical project elements, and special approaches to manage these elements required in the scope of work.</td>
<td>20</td>
</tr>
<tr>
<td>2) <strong>Construction Management</strong> – Management approach and staffing Plan to performing scope of work efficiently and effectively. The ability and willingness to work within a managed contract budget, scope of work, and schedule of deliverables.</td>
<td>20</td>
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<tr>
<td>3) <strong>Familiarity with Public Improvement Projects</strong> – Firm and project team’s experience in the administration of public works project</td>
<td>20</td>
</tr>
<tr>
<td>4) <strong>Problem Solving</strong> – Firm and project team’s ability to problem solve construction issues effectively and to be situationally adaptable.</td>
<td>10</td>
</tr>
<tr>
<td>5) <strong>Approach to Communicating with the City/Local Presence</strong> – Ability to commit and maintain staff for the duration of the project for management, inspection, and testing.</td>
<td>10</td>
</tr>
<tr>
<td>6) <strong>Personnel Qualifications</strong> – Detailed list of qualifications of staff to be assigned to the project.</td>
<td>10</td>
</tr>
<tr>
<td>7) <strong>Effectiveness of Interview</strong> – Overall interview discussions and presentation.</td>
<td>10</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
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*The City reserves the right to modify or reject any or all proposals.

If project cost negotiations with the selected firm are unsuccessful, the City of Daly City reserves the right to enter into negotiations with other firm(s). Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded. All unopened cost proposals will be returned at the conclusion of procurement process.

B. INTERVIEW OF SHORT-LISTED FIRMS

If needed, oral interviews may be conducted to help with the selection of the final firm. Up to three (3) top ranked teams may be invited to final interviews, resulting in the selection of one (1) firm. The City will negotiate a mutually agreeable contract for the services described in this RFP with the successful consultant. The City reserves the right to select consultants based solely on the proposals, and not conduct oral interviews.
If interviews are needed, the teams selected for interviews will be notified in writing. It is presently anticipated that interviews will be conducted on February 21, 2024. The interviews will last approximately one hour, with the time allocated equally between the team’s presentation and a question-and-answer period. The teams should be prepared to discuss their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other areas that would distinguish them. Interviews will be held at a City office (exact location to be determined).

C. CONTRACT NEGOTIATIONS

1. The City reserves the right to negotiate the final scope of services and will not be bound by the scope of services presented in the RFP nor by the scope of services in the consultant’s proposal.

2. In finalizing the scope of services, the City may request that the consultant add, delete, or replace sub-consultants with those from other teams that submitted proposals.

3. The contract amount (including reimbursable expenses) will be a maximum not-to-exceed amount on the tasks described in Article I and the cost proposal or hourly rates submitted under Article II, or lesser rates mandated by the City. Reimbursable expenses are subject to prior approval of the City. The amount for such expenses will be included in the maximum not-to-exceed amount.

4. Should the City and a firm not be able to reach an agreement as to contract terms within a reasonable time frame, the City may terminate negotiation at the City’s sole discretion.

D. CONTRACT AWARD

1. Upon successful completion of the negotiations, a request by City staff to the City Council will be made to authorize the award of a Professional Services Agreement with the selected consulting firm.

2. Upon authorization to award the contract by the City Council and upon execution of the contract, the City shall issue an Authorization to Proceed to the selected consulting firm.

3. The selected consulting firm shall be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the consulting team may be required to undergo an evaluation to demonstrate that the firm uses recognized accounting and financial procedures.

4. Sample Professional Services Agreement

Proposers are advised to review the sample Professional Services Agreement (see Appendix A). Consultants will be required to execute this agreement and the City is not inclined to make any modifications to its terms and conditions. Submittal of a proposal
shall demonstrate the consultant’s understanding and acceptance of the terms of the agreement.

5. **Insurance Requirements**
The awarded consultant will be required to provide proof of insurance in accordance with the Professional Service Agreement prior to execution of a contract (see Appendix A).

6. **Business Tax Certificate**
The consultant awarded this contract shall obtain or provide proof of having a current City of Daly City Business Tax Certificate prior to contract execution, and shall maintain a current tax certificate for the duration of the contract.

7. **Payment**
The method of payment to the successful proposer shall be on an hourly rate basis, as being the maximum hourly cost to perform the work. The hourly rate shall include all direct, indirect costs and all overhead charges inclusively. Progress payments will be based on actual hours, hourly costs charged to the project on a monthly basis.

Consultant fees shall be negotiated and established on an actual cost-plus-fixed fee basis with a not to exceed amount, supported by an agreed schedule of rates. The provisions of 48 CFR, Part 31, "Cost Principles and Procedures," and 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" will apply to the consultant contract and to all subcontracts in excess of $25,000.

**E. ESTIMATED SCHEDULE FOR SELECTION**

The following project timeline is provided for your scheduling information; however, it is subject to change at the discretion of the City. The anticipated project schedule will be coordinated with the selected consultant and closely coordinated with the City of Daly City, to ensure the project is ready to advertise in a timely manner.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>PROJECT MILESTONES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals Available</td>
<td>January 5, 2024</td>
</tr>
<tr>
<td>RFP Questions Due</td>
<td>January 19, 2024, 4pm</td>
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<tr>
<td>Proposals Due</td>
<td>January 31, 2024, 4pm</td>
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<tr>
<td>Preliminary Evaluation</td>
<td>February 13, 2024</td>
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<tr>
<td>Consultant Interview (if necessary)</td>
<td>February 21, 2024</td>
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<tr>
<td>Consultant Selection</td>
<td>February 23, 2024</td>
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<tr>
<td>Award of Agreement</td>
<td>March 11, 2024</td>
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</tbody>
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F.  PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

No retainage will be held by the City from progress payments due to the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due to subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant’s work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the City’s prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

END OF RFP
Appendices

APPENDIX A – Sample Professional Services Agreement
APPENDIX B – Required Documents
APPENDIX C – Project Location Map
APPENDIX A
Sample Professional Services Agreement
AGREEMENT WITH CONSULTANT FIRM NAME FOR DESIGN PROFESSIONAL SERVICES FOR City of Daly City

This Agreement, made and entered into this ___ day of __________, 2014 (the “Effective Date”) by and between the CITY OF DALY CITY, a municipal corporation existing under the laws of the State of California (“CITY”), and CONSULTANT FIRM NAME, a California S-Corporation (“CONSULTANT”):

CONSULTANT FIRM NAME
ADDRESS

RECIPIENTS:

A. CITY desires certain construction document services hereinafter described as the design services for PROJECT NAME.

B. CITY desires to engage CONSULTANT to provide these consulting services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, the proposal from CONSULTANT FIRM NAME dated July 3rd, 2015, attached and incorporated by reference.

SECTION 2 - DUTIES OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.
SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on the Effective Date and be completed within one (1) year.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT, on a time and materials basis, pursuant to rates stated in Exhibit A to this Agreement, attached and incorporated by reference. In no event shall CONSULTANT's total compensation under this Agreement exceed one hundred ten thousand six hundred nineteen dollars and eighty-six cents ($110,619.86).

SECTION 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY'S payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - INDEPENDENT CONTRACTOR

It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
SECTION 9 - CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 10 - INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 11 – USE OF SUBCONSULTANTS

CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the CITY, except for service firms engaged in drawing, reproduction, typing, and printing. CONSULTANT shall be solely responsible for reimbursing any subconsultants and the CITY shall have no obligation to them.

SECTION 12 - CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent CONSULTANT as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 13 – SB 1383 COMPLIANCE

To the extent applicable, CONSULTANT shall comply with the requirements set forth in SB 1383 and Public Contracts Code Section 22150 for the procurement of recycled paper products. To the extent that the fitness and quality are equal, CONSULTANT shall purchase recycled products, as defined in Public Contracts Code Section 12200 instead of nonrecycled products. Upon completion of the term of this Contract, CONSULTANT shall provide records to the CITY demonstrating compliance with this section, including copies of all invoices, receipts, or other proofs of purchase that detail the procurement of paper products.

SECTION 14 - INDEMNITY

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant and Consultant’s sureties agree to defend (with legal counsel acceptable to the City), indemnify and hold harmless the City, its officers, agents, officials, representatives, employees and volunteers (collectively “Indemnities”) from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or
indirect (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are arise out of the sole negligence, active negligence, or willful misconduct of Indemnitee.

Acceptance by the City of the work performed under this Agreement does not operate as a release of Consultant from such professional responsibility for the work performed pursuant to this Agreement.

The duty of Consultant and its sureties to indemnify and hold harmless as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Consultant to indemnify the City, its subsidiary districts, its officers, agents or employees against any responsibility for liability in contravention of Section 2782 of the California Civil Code. To the extent there is an obligation to indemnify under this Section, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant’s negligence, recklessness, or willful misconduct.

Consultant and its sureties expressly and specifically agree to waive any and all subrogation rights it may have against the City, its subsidiary districts, officers or employees. Indemnification and waiver of subrogation contained in this section shall remain operative and in full force and effect regardless of any termination of this Agreement.

SECTION 15 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the CONSULTANT’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

**Other Insurance Provisions**
The insurance policies are to contain, or be endorsed to contain, the following provisions:

*Additional Insured Status*

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can 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 and CG 20 37 forms if later revisions used).

*Primary Coverage*

For any claims related to this contract, the CONSULTANT’s insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

*Notice of Cancellation*

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days’ prior written notice (10 days for non-payment) has been given to the City.

*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 such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect 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.

*Deductibles and Self-Insured Retentions*
Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

**Claims Made Policies (note – should be applicable only to professional liability, see below)**

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract Effective Date, the CONSULTANT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

**Verification of Coverage**

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**SECTION 16 - NONASSIGNABILITY**

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

**SECTION 17 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT**

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

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SECTION 18 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 19 – SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 20 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding $5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above $5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than $5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 21 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its subconsultants shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 22 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in

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mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 23 - LITIGATION

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in connection with CONSULTANT'S services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT'S wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT'S standard hourly rates at the time of actual testimony.

SECTION 24 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: CONTACT NAME
City of Daly City DEPARTMENT
ADDRESS

To CONSULTANT: CONTACT NAME
CONSULTANT FIRM NAME
ADDRESS

SECTION 25 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 26 – AUTHORITY TO ENTER INTO 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 to bind
each respective party.

SECTION 27 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF DALY CITY                                      CONSULTANT

_______________________________          _________________________________
Shawnna Maltbie     (Print/Type Name and Title
City Manager
Its Authorized Agent)

CONSULTANT FIRM NAME

APPROVED AS TO FORM

_______________________________
Rose Zimmerman
City Attorney
APPENDIX B
Required Documents

Documents due with Proposal

- Exhibit 10-H Sample Cost Proposal (Example#1)

- Exhibit 10-Q Disclosure of Lobbying Activities

APPENDIX C

Project Location Map