



**CITY OF GLENDALE  
DEPARTMENT OF PUBLIC WORKS  
TRANSIT DIVISION**

**RFP #: PWA 2024-022**

**REQUEST FOR PROPOSALS for**

**COMPREHENSIVE OPERATIONAL  
ANALYSIS AND INTEGRATION  
STUDY FOR GLENDALE BEELINE  
TRANSIT SYSTEM**

**Issued: April 25, 2024**

**Deadline to Submit Proposals:  
June 5, 2024, by 4:00 PM**

City of Glendale  
Department of Public Works  
Transit Division  
633 E. Broadway, Suite 209 Glendale, CA 91206  
Telephone: (818) 548-3900

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# I. Introduction

## A. Services Requested

Under this Request for Proposals (“RFP”), the City of Glendale (“City”)— on behalf of the Public Works Department — is soliciting Proposals from qualified professional firms (“Consultant”) for a Comprehensive Operational Analysis (COA) and an Integration Study.

The COA is intended to capture an abundance of precise data and analyze the existing network of all fixed route transit services (regardless of provider) in the Glendale, La Canada Flintridge, and unincorporated areas of Los Angeles County – Montrose and La Crescenta. As part of the COA an Integration Study will evaluate the Glendale fixed route system in relationship with Metro, the future Metro North Hollywood to Pasadena Bus Rapid Transit (BRT), BurbankBus, Metrolink, and Amtrak to ensure an efficient deployment of services in the region.

The Analysis will require an in-depth review of local conditions including the effects of the pandemic on transit services, and engage in considerable community outreach, to generate significant data to support service recommendations. Regardless of provider or mode, the results of the COA will be a reimagining of the local transit service network in the Beeline service areas, with specific recommendations for Glendale service deployment.

The Consultant will perform the Services according to:

- The Scope of Services, which are attached as **Exhibit 1** to this RFP.
- The instructions and requirements in this RFP; and
- The proposed Contract.

The City requires a well-managed and financially sound individual or firm with demonstrated skills and technical ability— and high levels of customer service and satisfaction— to perform the Services and fulfill the requirements outlined in this RFP.

***A potential Proposer should read this document in its entirety before preparing and submitting a Proposal.***

## B. Definitions

In this RFP, the following words and phrases have the meaning ascribed to them below:

- ***Agreement / Contract***      The entire and integrated written agreement between the City and the Consultant that takes the place of prior negotiations, representations, or agreements, either written or oral.

- **AHJ** Authorities Having Jurisdiction means the organization, office, or individual responsible for issuing permits, approving layout drawings, enforcing the requirements of a code or standard or approving materials, an installation, procedure, or a final product.
- **City Project Manager** The City’s designated representative for all issues related to the Project.
- **Consultant/Contractor** The selected Proposer(s) to whom the City has awarded a Contract for the Project.
- **PF** Proposal Form. This indicates a form that must be included in the proposal submission.
- **Project** The entire Services described in this RFP. Services may constitute the whole or a part of the Project.
- **Proposal** The documents and other items that a Proposer submits in response to this RFP.
- **Proposer** The person, entity, or organization that submits a Proposal in response to this RFP.
- **RFP** This Request for Proposals and all of its attachments, including documents and other items from the City and relevant third parties.
- **Services** The work, labor, tasks, operations, activities, materials, supplies, equipment, deliverables, duties, and obligations:
  - Described in this RFP; and
 Required by, and reasonably inferable from, the Contract— whether completed or partially completed.
- **Subconsultant/  
Subcontractor** A contractor, supplier, vendor, person, entity, or organization whom Consultant hires, employs, or uses on Consultant’s behalf to provide, perform, or fulfill a portion of the Services.

## C. Term of Services and Contract

The Services described in this RFP and in the proposed Agreement begins on the Effective Date and continues in effect until completion of the work.

## D. Insurance

At its expense, the successful Proposer must obtain and maintain insurance, while the Contract is in effect, that fully meets the requirements of— and contains provisions entirely consistent with— all the City’s “Insurance Requirements,” which are noted in **Exhibit 2 (“Insurance Requirements”)**. Evidence of the insurance coverages will need to be in place before a Consultant starts performing the Services. A Proposer must be prepared to meet all City insurance requirements (at no cost to the City) if the Proposer is awarded a Contract. The City will require certificates of insurance and additional insured endorsements when the successful Proposer submits a signed Contract to the City.

***However, before a Proposer submits a Proposal:***

- ***A Proposer must give to its insurance company, or insurance agent, the “Insurance Requirements” in this RFP and the proposed Contract;***
- ***The insurance company’s underwriter or agent then must complete the “Insurance Requirements Declaration” (at page PF:5 of the attached Proposal Forms) which states that the insurer’s underwriter or agent will furnish the City with the required insurance documents within fourteen (14) calendar days from the date that the City issues the selected Proposer a “Notice of Intent to Award Contract.”***
- ***The Proposer must submit the “Insurance Requirements Declaration” with its Proposal. The City may reject any Proposal made without this declaration, or made with an incomplete declaration form.***

## E. Proposer’s Indemnification of the City

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

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

## F. About the City of Glendale

The City of Glendale is a major retail and employment destination in the Los Angeles Basin. Situated north of Los Angeles between Pasadena and Burbank and has a population of 195,543 residents and provides over 101,000 jobs. The City of Glendale is a full-service city and the fourth largest city in Los Angeles County.

The City incorporated on February 16, 1906, and as a Charter city, Glendale voters determine how the city government is organized and governed. A Council-Manager form of government manages Glendale. Five council members are elected at large to serve 4-year terms. Each year Council selects one member to serve as Mayor. The City Manager serves as the Chief Executive Officer.

The City's Mission Statement is:

*The City of Glendale delivers exceptional customer service through precision execution and innovative leadership.*

As a premier City anchored in pride of civic ownership, Glendale's success is realized through a community that is safe, prosperous, and rich in cultural offerings. The City accomplishes its mission and realizes its vision by providing emphasis on: fiscal responsibility; exceptional customer service; economic vibrancy; informed & engaged community; safe & healthy community; balanced, quality housing; community services & facilities; infrastructure & mobility; arts & culture; sustainability.

Glendale prides itself on the quality of services it provides to the community. As a full-service City, each of the 14 departments strives to provide the highest quality of service to Glendale residents, businesses, and visitors. These departments include Administrative Services; City Attorney; City Clerk; Community Development; City Treasurer; Community Services & Parks; Fire; Glendale Water & Power; Human Resources; Information Services; Library, Arts & Culture; Management Services; Police; and Public Works.

## **G. Glendale Beeline**

### Glendale Beeline Service

Glendale Beeline operates 9 fixed routes serving the cities of Glendale, La Cañada Flintridge, and the unincorporated areas of La Crescenta and Montrose. The Beeline functions primarily as a community circulator system that complements the regional transit service provided to Glendale residents by Metro routes.

The Beeline operates primarily daytime service, from the beginning of the morning commute period to the end of the evening commute period. On weekdays, the Beeline operates from approximately 6:00AM to 6:30PM with the exception of Routes 11 and 12 that operate peak-hour only to/from Metrolink service at the Glendale and Burbank Transportation Centers. All routes with the exception of Routes 11 and 12 operate on Saturdays from 9:00AM to 5:00PM. Service on Sundays is limited to Routes 1 and 4 which operate from 9:00AM to 5:00PM.

In addition to the Beeline's 9 fixed routes, Glendale Beeline also operates the La Canada



Flintridge (LCF) Shuttle fixed-route services which complement the Beeline Route 3. The LCF Shuttle operates on weekdays from 7:00AM to 6:00PM.

Public schedules and maps are included in Appendix 1.

Glendale Beeline Service Data

The following table shows the Glendale Beeline operating statistics for Fiscal Years 2021-2022 and 2022-2023.

	<b>FY 21-22</b>	<b>FY 22-23</b>
Total Vehicle Miles	919,317	918,041
Vehicle Revenue Miles	871,699	870,564
Total Vehicle Hours	103,150	103,011
Vehicle Revenue Hours	100,418	100,286
Passenger Trips	517,073	720,786
Passengers per VRH	5.2	7.2
Peak Vehicles/Spares	35/9	35/9

<b>Routes</b>	<b>Weekday Hours</b>	<b># of Buses</b>	<b>Saturday Hours</b>	<b># of Buses</b>	<b>Sunday Hours</b>	<b># of Buses</b>
<b>1</b>	63.6	5	43.8	5	43.8	5
<b>3</b>	46.5	4	23.4	3	---	---
<b>33*</b>	12.0	1	---	---	---	---
<b>34*</b>	3.0	1	---	---	---	---
<b>4</b>	72.2	6	23.0	3	23.0	3
<b>5</b>	23.0	2 (plus 1 tripper)	8.1	1	---	---
<b>6</b>	23.9	2	16.0	2	---	---
<b>7</b>	35.1	3 (plus 2 trippers)	15.5	2	---	---
<b>8</b>	36.2	3	16.0	2	---	---
<b>11</b>	12.7	2	---	---	---	---
<b>12</b>	18.2	3	---	---	---	---
<b>Total</b>	<b>346.4</b>	<b>35</b>	<b>145.8</b>	<b>18</b>	<b>66.8</b>	<b>8</b>

\* LCF Shuttle

Glendale Beeline Fleet

Glendale Beeline is operated under contract to MV Transportation. The City of Glendale furnishes forty-one (41) City-owned vehicles, and City of La Canada Flintridge furnishes three (3) City-owned vehicles. A fleet summary is included in Appendix 2.

Service Area Demographics, Development Data, and Related Reports

The City of Glendale has provided the proposer with a variety of resource documents for use in the work. These documents are provided in electronic format as described in Appendix 3. The documents are organized for downloading in the following groups:

Beeline Information  
 Beeline GIS Maps & Data  
 Other Transit Maps, Schedules and Data  
 Glendale Demographic Data  
 Glendale Planning Documents

## H. Proposal Schedule

The following events will take place in this Proposal Process (See further explanations, below):

EVENT	RESPONSIBILITY	DATE
RFP Distribution	City	April 25, 2024
Pre-proposal Conference (OPTIONAL)	City	May 2, 2024
Last Day to Submit Requests for Clarifications	Proposer	May 16, 2024
Response to Requests for Clarifications	City	May 23, 2024
Last Day to Submit Letter of Objection	Proposer	May 28, 2024
RFP Proposals Due	Proposer	June 5, 2024

## I. RFP Distribution

A prospective Proposer may receive this RFP by mail, email, in person or online at <https://www.glendaleca.gov/government/departments/finance/purchasing/rfp-rfq-bid-page>. Distribution of the RFP in no way represents the City’s acceptance of a Proposer’s qualifications, reputation, or ability to perform the Services.

## J. Non-Mandatory Pre-proposal Meeting

A virtual, **Non-Mandatory**, pre-proposal meeting will be held at **10:00 AM, May 2, 2024** where proposers can ask questions of staff with regard to this RFP.

**Microsoft Teams** [Join the meeting now](#) Meeting ID: 292 710 026 308, Passcode: U2xgG8  
**Dial-in by phone** [+1 323-886-7427,309959437#](#) Phone conference ID: 309 959 437#

The purpose of this conference is to ensure that Proposers have adequate information to respond fully and comprehensively to the City’s requirements. During the conference, City staff will discuss with prospective Proposers the Services to be performed and answer questions arising from Proposers’ initial review of this RFP. Before the conference takes place, Proposers should review the RFP thoroughly and should be familiar with its content, as well as the City’s functional and technical requirements.

## **K. Proposal Deadline and Proposal Submission**

The City must receive the Proposal **on or before 4:00 PM on June 5, 2024**. *A Proposal received after this date and time will be considered non-responsive and the City will return the Proposal, unopened.*

A Proposal must be submitted with the attached Proposal Form package and all other information specified by Section III of this RFP. *Oral, telephonic, facsimile, or electronically transmitted (email) Proposals are invalid, and the City will not accept or consider them.*

Proposals may be delivered by mail or in person. No email submittals will be accepted.

The proposal packages must be clearly marked:

**CITY OF GLENDALE  
DEPARTMENT OF PUBLIC WORKS, ADMINISTRATION DIVISION  
COMPREHENSIVE OPERATIONAL ANALYSIS AND INTEGRATION STUDY FOR  
GLENDALE BEELINE TRANSIT SYSTEM  
633 E. BROADWAY ST. SUITE 209  
GLENDALE, CA 91206-4388  
ATTENTION: MARTHA D'ANDREA, TRANSIT MANAGER**

## **L. Interim Inquiries and Responses; Interpretation or Correction of RFP**

If a proposer has any questions about this RFP, the proposed Agreement, or the scope of work—or if a proposer finds any error, inconsistency, or ambiguity in the RFP, or the proposed Agreement, or both—the Proposer must make a “Request for Clarification” before submitting its Proposal.

The proposer must submit a Request for Clarification in writing by letter or email to:

City of Glendale  
Department of Public Works, Administration Division  
Attention: Martha D'Andrea, Transit Manager  
633 E. Broadway, Room 209  
Glendale, CA 91206  
Email: [Mdandrea@Glendaleca.gov](mailto:Mdandrea@Glendaleca.gov)

Request for Clarification must be received on or before **4:00 p.m., May 16, 2024**.

If necessary, the City will make clarifications, interpretations, corrections, or changes to the RFP, or the proposed Contract, or both, in writing/email by issuing Addenda, as described in Section I.M. (below). A Proposer must not rely upon, and the City is not bound by, purported

clarifications, interpretations, corrections, or changes to the RFP and the proposed Contract, that are made verbally or in a manner other than a written advisory from the City.

## **M. Addenda**

Each Addendum (if any) will be posted on the City's website only. It is the proposer's responsibility to check the City's web site for any Addenda. Proposers **must** include PF: 8 (Acknowledgment of Receipt and Addendum/Addenda) with the submission of the technical proposal. Failure to include PF: 8 will result in disqualification.

At any time before the proposal deadline, the City may issue Addenda withdrawing the RFP or postponing the Proposal Deadline. However, if any Addendum results in a material change to this RFP, or the proposed Agreement, or both, the City will extend the Proposal Deadline by not less than seventy-two (72) hours. The City will treat posting of Addenda on the City's website as sufficient notice of changes made by the City.

## II. General Requirements and Instructions

### A. Examination of Documents

Before submitting an RFP Response, a Proposer must:

- Thoroughly examine the RFP. A thorough review of this RFP is critical to obtaining an in-depth understanding of the requirements of this RFP.

Make all necessary investigations (including the location of the Services), examine documents, and understand the Scope of Services (**Exhibit 1**).

- Be able to furnish the City with valid: Insurance forms (including insurance certificates and additional insured endorsements) in compliance with the Insurance Requirements (**Exhibit 2**).

### B. Proposer's Representations in the Response

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey reasonable understanding of all requirements, terms, and conditions for performance of the Services required in this Project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, and examining documents for this Project;
- The Proposer is fully familiar with— and has fully considered— all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs;
- The Proposal is an irrevocable offer for a period of at least one hundred and twenty (120) calendar days following the City's opening of all Proposals; and
- The Proposer is, and will be, in compliance with the RFP's requirements, terms, and conditions.

### C. Withdrawal, Cancellation, or Modification of a Proposal

**Before** the Proposal Deadline:

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

City of Glendale  
Public Works Department – Administration Division  
Attention: Martha D'Andrea, Transit Manager  
633 E. Broadway, Suite 209  
Glendale, CA 91206-4388  
Email: Mdandrea@Glendaleca.gov

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

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

**After** the Proposal Deadline:

A Proposer must not withdraw, cancel, or modify its Proposal for a period of at least one hundred and twenty (120) calendar days. The City may extend the 120-day period upon the City's written request and upon the affected Proposers' written approval.

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

1. The Proposer made a mistake in its Proposal;
2. Within five (5) days after the Proposal's opening, the City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
3. The mistake made the Proposal materially different from what the Proposer had intended it to be; and
4. The mistake was made in filling out the Proposal and was not due to error in judgment, or carelessness in reading the RFP or the proposed Contract.

## **D. Proposal Preparation Expenses**

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

- Preparing its Proposal in response to this RFP.
- Negotiating with the City any matter related to the Proposal.
- Any other expense incurred by the Proposer before the date of award of the Contract for this RFP.

### III. Proposal Content and Format

#### A. Using the Attached Proposal Forms

“Proposal Forms” (PF:1 to PF:9) are attached to this RFP. With its Proposal, the Proposer must submit various attachments that are further described in the Proposal Forms. These forms are designed to provide relevant background and qualification information. In addition to the Proposal Forms, a complete Proposal will include all relevant information as identified throughout this RFP.

The Proposer must fill in the blanks on the Proposal Forms using a software forms filler or printing legibly in ink. When answering the Proposal Forms’ questions, the Proposer must furnish pertinent and relevant information rather than merely provide promotional facts or materials. The Proposer must respond to the Proposal Forms’ questions with all applicable information, in order for the City to consider the Proposal as “responsive.”

***If a Proposer fails to provide the information that the forms require, fails to return all of the forms, or fails to submit the required attachments, the City may treat the Proposal as “non-responsive.”***

The Proposer must place initials next to all interlineations, alterations, and erasures that Proposer makes to its own responses on the Proposal Forms.

***The Proposer must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection.***

#### B. Identifying Proprietary Information; Public Records Act

If the Proposal contains proprietary information, Proposer must additionally submit one printed Proposal document labeled “Redacted” copy which would be subject to release under the Public Records Act. The “Redacted” version of the proposal will have redacted all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the Proposer included in its Proposal which the Proposer believes should be exempt from disclosure under California’s Public Records Act, Government Code Section 7920.000, et seq. (See: PF:3). Proposer must complete and sign the “Public Records/Redaction Letter”, PF: 3 and include it with their proposal.

***The City will treat any Proposer who fails to identify documents that the Proposer believes should be exempt from disclosure, or who fails to provide a complete and signed Public Records/Redaction Letter, as having waived its right to an exemption from disclosure, as the Public Records Act provides.***

#### C. Signature(s)

The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal in ink. The individuals signing the Proposal must represent that they are authorized to bind the

Proposer's legal entity.

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

#### **D. Proposal Retention**

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

#### **E. Technical Proposal Format**

Proposals should contain sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should be as brief and concise as possible without sacrificing clarity. Proposals containing irrelevant material, an abundance of excessively vague language, or not submitted in the configuration below may be penalized in the evaluation process.

The response to the RFP by each Proposer shall adhere to the following content and format presented in the following order. The entire proposal shall be formatted in standard 8 ½" x11" pages; printed on one side only, in Arial 12-point font. Each section shall be "Tabbed" and named accordingly to the represented section.

1. Title Page/Cover Letter  
Proposals must contain the name of the Proposer, the RFP title, cover letter, and the proposal due date on either the cover or a title page.
2. Table of Contents  
A complete table of contents (TOC) must be included in the proposal. This TOC will include a clear title or description of each heading and be identified by page numbers.
3. Proposer Qualifications  
The consultant must be properly licensed to practice in the State of California.
4. Proposer Experience with Similar Projects  
The City is particularly interested in selecting a Proposer that has a thorough understanding and extensive experience with comprehensive operational analysis and successful outreach programs as included in the Scope of Services outlined herein. A description of the Proposer's history, depth, capabilities, and any value-



added services should be included here. Qualified proposers will have a variety of experience in performing similar projects with public, government, transit, private, not-for-profit, and other agencies.

5. Proposer Work Plan

Provide a narrative on your organization's understanding of the scope of services, and your agency's proposed work plan to fulfilling the requirements. This section shall include specific tasks on how the scope of services will be accomplished and may be incorporated by the City into the Scope of Services. This work plan shall include a detailed schedule for completion of the project. Proposers must demonstrate the ability to carry out the project by meeting the proposal requirements identified. High-quality, creative, tactful, and complete proposals showing the proposer's understanding of the project and willingness to comply with standard contract requirements will be evaluated more favorably.

6. Key Personnel Qualifications

Submit an organizational chart showing key personnel along with a brief narrative highlighting each team members qualifications and role on the project. Key personnel qualifications include an appropriate level or combination of education, certifications, licensing, experience, and background for the project. Include a resume for applicable key personnel. Key personnel with experience in transit design projects similar to the Scope of Services will be evaluated more favorably.

7. References

Supply three references within the last five years, from previous or current clients, with a similar scope of service as outlined within this RFP. This information should be provided on PF: 2- Reference Form.

8. Financial Statement

Provide an explanation and documentation to demonstrate financial resources to sustain operations over the life of the proposed contract. This section will include the most recent audited financial statement reflecting the financial condition of the Proposer, including a detailed analysis of Proposer's assets, liabilities, and net worth. If an audited financial statement is not available, the Proposer may provide a certified financial statement signed and authenticated by its Chief Financial Officer.

The financial statement and related documents must set forth the financial status of the entity, and any subsidiary, division, subdivision, or unit which will actually perform the services described in this RFP. If the Proposer is a joint venture or partnership, individual financial statements for the most recent fiscal year must be submitted for each member of the joint venture or each general partner. If the Proposer is a wholly owned subsidiary of a parent corporation, an audited financial statement for the last fiscal year for the parent corporation must also be submitted. The Proposer shall also disclose any adverse financial information or condition (including bankruptcy or insolvency) for the two years prior to the audited or certified financial statements submitted regarding the Proposer, its parent, its subsidiaries, its partners, or its joint venture members, or its major subcontractors, or that has arisen since the date of the

latest audited or certified financial statement, or that is not fully reflected in that financial statement. This section will be evaluated as part of the Proposer Experience with Similar Projects.

9. Table of Exceptions

Proposer must use the provided form titled PF: 6 - Table of Exceptions to state whether its proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services, Sample Professional Services Agreement, or any other requirements of the RFP, including all exhibits, forms, and appendices. The exceptions list will be in table form and identify the page, section number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify any items of non-compliance will result in the respective Cities assuming compliance. Changes to the Sample Professional Services Agreement may not be considered or negotiated if not submitted as part of the proposal. Each City, at its sole discretion, may modify or reject any exception or proposed change in their respective Table of Exceptions. The exceptions list will be taken into consideration when evaluating the section that is most applicable to the exception listed.

10. Cost Proposal

All prices expressed by the proposer in its offer must be firm, expressed in U.S. dollars, defined as to be clearly understandable and without ambiguity as to the meaning. The cost proposal shall describe the hourly rate for all employees assigned to this contract and all costs of performing the work including costs associated with the administrative and risk responsibilities assigned to the Proposer.

11. Required Documents

The following documents must also be completed and submitted with the Technical Proposal, for complete submittal list reference *PF:9 Proposal Forms Checklist*:

- PF: 1 Proposer's General Information Form
- PF: 2 Reference Form
- PF: 3 Public Records / Redaction Letter
- PF: 4 Disclosure – Campaign Finance Ordinance
- PF: 5 Insurance Requirements Declaration – Glendale
- PF: 6 Table of Exceptions – Glendale
- PF: 7 Cost Proposal
- PF: 8 Acknowledgement of Receipt of Addendum
- PF: 9 Proposal Forms Checklist

\* **PF: 8 Acknowledgement of Receipt of Addenda** must be included with proposal for this RFP.

## IV. Method of Selection

All Proposals received on time will be opened, in a non-public setting. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive

Proposals may be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

**A. Basis for Award and Evaluation Criteria**

Mandatory Elements: The consultant is properly licensed to practice in California and the proposal has adhered to the proposal instructions and is complete and responsive.

A Proposer’s submission will be evaluated and scored on the criteria listed below. Each criterion has a maximum allowable point value.

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
Proposer Responsiveness	30
Qualifications of the Firm and Key Personnel	20
Work Plan and Technical Approach	30
References	10
Cost	10
<b>Total</b>	<b>100</b>

**Evaluation Criteria:**

Understanding of Project Requirements:

The Proposer should demonstrate a depth of understanding and responsiveness to project goals and objectives and the scope of work. The City will perform a preliminary evaluation to determine whether each Proposal (excluding PF:7 Cost Proposal Documents) is responsive to this RFP immediately after receipt of the Proposal Documents. The City may exclude from further consideration any Proposal that is non-responsive. A responsive Proposal is a Proposal that conforms, in all material respects, to the RFP Documents.

Qualifications of the Firm and Key Personnel:

A favorable proposer shall clearly demonstrate extensive experience with projects of similar scope and size of the services requested as outlined in Exhibit 1. A favorable proposer shall demonstrate experience in transit fiscal analysis, service analysis, and operations and service planning. Favorable proposer’s key personnel will possess an appropriate level or combination of education, certifications, licensing, experience, and background for the project. Key personnel with experience in transit design service analysis and service planning projects similar to the Scope of Work and their commitment to the project will be evaluated more favorably.

Work Plan and Technical Approach:

A favorable proposer will demonstrate a clear understanding of the scope of services as evidenced by a complete work plan that fulfills all requirements outlined in the scope of services. Furthermore, a favorable proposer will provide a clear explanation on how each specific task in the scope of services will be accomplished. High-quality, creative, tactful, and complete

proposals showing the proposer's understanding of the project and willingness to comply with standard contract requirements will be evaluated more favorably. The work plan will contain a detailed work schedule for the project representing all major project milestones.

References:

Proposers that provide a minimum of three references within the last five years, from previous or current clients, with a similar scope of service as outlined within this RFP will be evaluated more favorably. The City reserves the right to consider references from other sources available to the City.

Cost:

Proposers shall submit a price proposal with a cost breakdown of the services required in this RFP. At minimum, the price proposal must include a task description, number of hours to complete task, cost per hour, and total cost of the task.

***The City may investigate the qualifications of a Proposer under consideration, require confirmation of information furnished by the Proposer, and call upon the Proposer to provide additional information or evidence of the Proposer's qualifications for the Services described in this RFP.***

## **B. Selecting a Proposer**

Selection of the Consultant will be made in accordance California Government Code Section 4525 et. seq. stating that the selection of professional services is made on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services. A panel selected by the Director of Public Works will evaluate each technical RFP submission. Based on that evaluation, the City may select finalists for possible interviews. Once the evaluation process is complete, the City will notify all Proposers of their ranking and will enter into negotiations with the highest ranked Proposer. If agreement cannot be reached, then negotiation proceeds with the next highest ranked firm's cost proposal.

***The Director, City Manager, or City Council (as required by the Glendale Municipal Code or other City policies) may approve an award of an Agreement to the successful Proposer and no rights or obligations begin under an award until the approval is secured and all parties have duly executed the Agreement.***

## **C. City's Reservation of Rights**

This RFP and the proposal evaluation process do not:

- Obligate the City to accept or select any Proposal; or
- Constitute an agreement by the City that it will actually enter into a Contract with any Proposer.

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

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.

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

#### **D. Award of Contract**

If selected, the highest ranked Proposer must enter into a written Agreement with the City. The RFP, or any part of it, and the Proposer’s responses, may be incorporated into and made a part of the Agreement. **A copy of the City’s Sample Professional Services Agreement is provided as Exhibit 3.**

The City’s policy is that the Agreement be accepted as is. By submitting a Proposal to the City in response to this RFP, a Proposer is deemed to have provided its approval to the Agreement, accepting it without qualification. If a Proposer seeks limited modification of the Agreement, then in the Proposal a Proposer must identify any proposed changes on Proposal Form 6 titled “Table of Exceptions”.

***However, changes or qualifications to the Agreement may be weighed in the evaluation of the Proposal and may cause rejection of the Proposal as non-responsive, in the City’s determination.***

The City reserves the right to negotiate further the terms and conditions of the Agreement, including:

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

At any time and for any reason, if Contract negotiations with the highest ranked Proposer fail to

progress, to the City’s reasonable satisfaction, the City reserves the right to end negotiations with the Proposer; reject the Proposal and begin negotiations with the second highest ranked Proposer; reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for the Services; choose not to contract for the Services; or any other course of action in the City’s best interest.

The selected Proposer must submit to the City three (3) original copies of the Agreement, properly executed by the Proposer. The Director, City Manager, or City Council (as required by the Glendale Municipal Code or other City policies) may approve an award of an Agreement to the successful Proposer and no rights or obligations begin under an award until the approval is secured and all parties have duly executed the Agreement. After the City receives the Agreement, the City will request approval from the appropriate person/body, subject to approval by the City Attorney, execute the Agreement if approved, and return an original of the Agreement to the Proposer.

### **E. Letter of Objection; Procedures**

A Proposer, who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit an objection in writing— by letter only— to the City. ***The City will not consider any verbal objection.*** The Letter of Objection must clearly state:

- The specific objections;
- The areas of concern;
- The facts supporting the objections; and
- A proposed method for resolving the objections.

The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence.

The Proposer must email or mail the Letter of Objection to:

City of Glendale  
Department of Public Works, Administration Division  
Beeline Maintenance Facility Bus Electrification and Parking Deck Design  
Attention: Martha D’Andrea, Transit Manager  
633 E. Broadway St. Suite 209  
Glendale, CA 91206

**The City must receive the Letter of Objection on or before 4:00 PM, May 28, 2024.**

Upon the City’s timely receipt of the objection letter, the City will review the Proposer’s contention(s). If the City decides that the RFP— whether in whole or in part— needs revision, the City will prepare Addenda, as described in Section I.M of this RFP.

## Exhibit 1 – Scope of Services

The City of Glendale is seeking a qualified Consultant for a Comprehensive Operational Analysis (COA) and Integration Study to develop and update transit delivery strategies to address existing and future conditions. The pandemic, new technologies, changing demographics, and evolving travel preferences continue to disrupt how people get around. The COA is intended to capture an abundance of precise data and analyze the existing network of all fixed route transit services (regardless of provider) in the Glendale, La Canada Flintridge, and unincorporated areas of Los Angeles County – Montrose and La Crescenta and ensure service integration amongst the transit operators and services. The Consultant will provide separate costs for the outreach and data analysis for Glendale Beeline and LCF Shuttle.

### COA and Integration Study Goals and Objectives

Below are the project's goals and objectives:

- Understanding the state of transit post-pandemic at the local, regional, and national level.
- Improve multimodal transportation connection between activity nodes for residents, commuters, and visitors amongst the cities. Ensure the transit system supports the area's future growth and land use changes.
- Integrate Beeline, BurbankBus, LCF Shuttle, Metro bus (including NoHo BRT), Metrolink and Amtrak transit services
- Ensure equitable access to transit.
- Support a resilient, net-zero community, anchored by long-term public transportation investments that reduce greenhouse gas emissions, and decrease single-occupancy vehicle trips.
- Prioritize community-focused, multimodal transportation network that is easy to use, efficient, convenient, safe.

### **Glendale Beeline Comprehensive Operational Analysis**

The following is a general outline of the scope of work to be provided by the Consultant. It is intended as a guide only and the specific scope of work to be provided by the Consultant must be included in the proposal.

1. Create and implement an in-depth public outreach program to engage riders and non-riders to inform the study's fact finding and service recommendations.
  - Conduct public outreach study of populations in Glendale and other cities in the Beeline service area such as La Canada Flintridge, including segmented outreach to local schools, businesses, new residential developments and community organizations.
  - Engage with riders and non-riders on service preferences and recommendations throughout the development process.
  - Implement and document a plan that exceeds Federal Title VI outreach requirements.
2. Create an existing conditions report that produces an understanding of existing fixed route usage on Beeline, Metro, and LCF shuttle in Beeline service area.
  - Collect or obtain an abundance of operational data from Beeline, LCF, and Metro

operations to create a complete and detailed statistical picture of the ridership, productivity and performance by route and by route segment.

- Obtain data and provide analysis to understand as to how and why passengers travel on Beeline routes, among Beeline routes, and between Beeline, BurbankBus, Metro bus (including future NoHo to Pasadena BRT), LADOT routes; and between fixed route and Metrolink and Amtrak services.
- Obtain aggregated trip data of all travel modes to identify significant travel patterns currently occurring between origins and destinations within the service area and city boundary, and compare this to trips taken with transit services in the service area.
- Document key “complete trip” travel patterns and trip generators; and
- Obtain operational data to produce fact-based recommendations for coordinated regional connectivity.

3. Develop a plan that reimagines transit service deployment in the Beeline service area and develops recommendations for coordinated routes between Beeline and Metro.

- Produce fact-based recommendations for an updated Glendale Beeline service deployment that optimizes operating effectiveness and efficiency of the fixed route service by creating new service, modifying route alignments, running time, frequency span of service and fine-tuning service levels to ensure the best allocation of City of Glendale resources.
- Produce fact-based recommendations for alternative Glendale Beeline service deployment based on productivity vs. coverage resource allocation scenarios. The plan should consider the following scenarios: 80% Productivity/20% Coverage; 70% Productivity/30% Coverage; and 60% Productivity/40% Coverage.

The scope of work will require the Consultant to develop a research design which will produce valid and reliable data, develop data collection procedures, and provide survey staff and conduct field surveys, aggregate data to permit cross-tabulations and other calculations for analysis, and summarize findings. The Consultant shall be responsible for obtaining and training personnel necessary to complete the scope of work. The Consultant will produce high quality GIS maps using ArcGIS 10.8.1. Survey results shall be provided to the City in both electronic and original hard copy form. All data and map files will be provided to the City and become the property of the City at the conclusion of the study.

Please note that the City is looking for a firm that can produce a final report that focuses on quality content not quantity of pages. The report language shall be clear and concise and avoid repetitiveness. Background data shall be well labeled and intelligently organized for future staff use.

The Consultant will at minimum complete the following tasks:

#### **Task 1. Project Management**

- Provide a single project manager to coordinate all project activities and manage a project schedule.
- Meet with City of Glendale staff to develop a project management plan including the responsibilities for both the Consultant team and the City. The project management plan should also describe how the team will handle internal and external communications, decision-making methodologies, and assumptions, i.e., assumptions about data



availability, communication issues, travel, task elements, etc.

- Produce and maintain a project schedule with key milestones, deliverables, and project team meetings that will be reviewed by the City for approval.
- Conduct and document weekly project status update and conference calls, and file sharing through a project management system such as Basecamp.

### *Deliverables*

1. Project Schedule and list of responsibilities
2. Project Management Plan
3. Maintain Project Management system throughout the project.

## **Task 2. Public Engagement and Outreach**

Develop an equitable public engagement and outreach plan that uses varied and innovative outreach strategies that effectively and meaningfully reach at a minimum, the following: existing transit users, communities of color, people experiencing poverty, persons with disabilities, other marginalized communities, job-seekers, non-riders, seniors, stakeholders, neurodiverse groups, community leaders, employers, City of Glendale and City of La Canada Flintridge staff members, and rider focus groups.

The public engagement and outreach plan must:

- Build upon the outreach completed during the previous planning process.
- Use mapping and visual communication tools to clearly communicate potential modifications to the bus network.
- Include strategies to gather feedback in both digital and non-digital formats.
- Meet all the minimum requirements for the Title VI major service changes however the plan should exceed these requirements.

### *Deliverables*

1. Public Engagement and Outreach Plan approved by the City.
2. High-quality and professional public engagement material templates.
3. PowerPoint presentation summarizing key elements of the COA process with an emphasis on the public engagement and outreach plan component. Consultant shall be available for a minimum of one evening presentation before the Glendale City Council and City's Transportation Commissions, and La Canada Flintridge City Council as part of the outreach strategy.
4. Outreach summary template inclusive of comment log.

## **Task 3. Data Collection**

Consultant shall collect Beeline and LCF route data to determine existing Level of Service (LOS). This should be identified by frequency, hours of service, service coverage, passenger loads reliability, and travel time. The productivity of individual routes shall be assessed by weekday, Saturday, and Sunday service. Concurrently, Consultant shall begin the robust public outreach data collection and survey portion of the COA. The highest level of accuracy, accountability, and completeness is desired in the production of data-based evidence.

### Task 3.1: Ridership Count

Develop and conduct a complete survey (100%) of fixed route passenger boarding and alighting

for all weekday, Saturday and Sunday service when all schools, e.g., K-12, Glendale Community College, and universities, are in session. Data collection will include, at minimum:

- Unlinked passengers per hour by route, route segment, trip, time of day and fare category for weekdays, Saturdays and Sundays
- Unlinked passengers per mile by route, route segment, trip, time of day and fare category for weekdays, Saturdays and Sundays
- Boardings and alightings by route by stop by time of day
- Schedule adherence and running times for all trip segments
- Maximum load points, load factors and average trip lengths by time of day
- Severity and duration of overcrowding (>125%) by time of day
- Wheelchair boardings by route by stop by time of day
- Significant origin-destination combinations
- Traffic conditions
- Service comments

### Task 3.2: Passenger Survey(s)

Consultant shall design one or more paper and online surveys specific to each route to receive input from riders on their “complete trip” including:

- Their initial origin location (i.e. home, school)
- First mile mode to access the bus stop/ route
- Origin bus stop of the bus survey trip
- Obtain passenger’s “required” transfer times and locations
- Destination bus stop for the bus survey trip
- Last mile mode to complete the trip
- Final destination of the trip
- Identify and query route specific issues
- In corridors with both Metro and Beeline service, collect data to determine if rider is choosing the “first bus”
- Use of NextBus/Umo online or through smartphone application
- Survey will also include language preference, trip purpose, length of usage, and demographic characteristics including internet and smartphone access

### Task 3.3: Demographic Survey

Consultant will look beyond normal demographic data collection means (Census, etc.) and work with a variety of community groups, and stakeholders to define this community and their mobility lifestyles.

The demographic survey should include:

- Community demographic characteristics by geographical/neighborhood area
- Current transportation profiles including travel patterns by mode, trip purpose, trip origin and destination, days of week, and times of day.
- Community feedback on most important transit service attributes (e.g. frequency, reliability, network simplicity, span, speed, directness of travel, neighborhood access/coverage, seamless transfers, auto/walk access, etc.)
- Participant feedback on what it would take to get them to use public transit one day per week.

### *Deliverables*

1. Data report of individual route profiles using data from the ridership count, origin & destination, passenger survey, transfer and related information. Route specific GIS maps and graphs should represent key data sets including underlying rider demographics.
2. Survey questionnaires, paper and digital, approved by the City.
3. Travel patterns of passengers who use Beeline to complete all or part of their trip. Consultant will identify key trip generators for each route. Consultant will produce a data report with GIS maps that represent the current route structure compared to rider origin and destinations.
4. Produce data report of bus stop boardings by route by stop by time of day and a consolidated data report of all boardings by stop by time of day.
5. Transit user report of current transit users, non-transit users, and stakeholders' demographics, population densities by neighborhoods, demand to destinations by time of day/day of week (e.g. employment, education, local attractions, retail/entertainment/medical areas, etc.). Report shall also include preferences and/or concerns regarding service frequency, travel time, route alignments, destinations served, span of service and fare payment method.
6. Provide electronic copy of all data, data sets, and data reports obtained or created throughout system analysis to the City.

#### **Task 4. Current System Evaluation and Analysis**

Complete a comprehensive evaluation of existing fixed-route services to determine the strengths, weaknesses, service gaps, and opportunities for improvements using the data collected in Tasks 2 and 3. The Consultant shall analyze the strengths, deficiencies, gaps and opportunities of the existing fixed route service using the data collected in Task 3. How are customers using the system, and how well do we meet their needs? Where are the gaps and deficiencies in service? Where are the opportunities for ridership growth and how much can ridership grow if we address our gaps and deficiencies?

##### Task 4.1: Beeline and LCF Shuttle Operational Analysis

Perform route segmentation analysis of how successfully routes and segments attract customers by time of day and day of week, determine the factors that contribute to their success, determine where the route is failing to perform, etc. Measures and factors for consideration may include:

- a. Productivity
- b. Cost efficiency
- c. Utilization
- d. Speed, including comparison of auto travel time to bus travel time.
- e. Reliability
- f. Frequency
- g. Directness of travel
- h. Vehicle speed per route and route segment
- i. Connectivity with other services
- j. Operating cost per passenger per route
- k. Compare each route to established performance measures and standards

##### Task 4.2: Service Integration Analysis

The Consultant shall report a complete analysis of Glendale service network for a typical service weekday, Saturday and Sunday among Beeline routes, among Metro Routes, future Metro No-Ho to Pasadena BRT, and between all Beeline/Metro/LADOT/BurbankBus/Pasadena Transit

routes. Analyze street use, traffic patterns, layover locations, and other infrastructure conditions that impact service delivery. Utilize community data to identify unmet needs.

All data and community input shall be assessed in preparation for service recommendations to improve service integration. Consultant shall analyze network efficiency in regards to:

- a. Level of travel demand and travel patterns
- b. Determine service gaps
- c. Minimizing travel times, wait times, and transfers between major origin/destination travel pairs
- d. Providing geographical coverage while minimizing unproductive or duplicative service
- e. Overcoming service gaps and deficiencies, including frequency and span of service
- f. Opportunities in network and network attributes, including transit priority infrastructure needs
- g. Street network (grid, suburban cul-de-sacs, topography, street geometry, number of lanes, lane widths, conflicting uses such as bike lanes and bulb outs)
- h. Land use (residential, retail/commercial corridor or area, industrial, special event/entertainment venues, and other attractions)
- i. Service attributes important to the customer groups in each neighborhood area
- j. Analyzing best service type/mode for deployment to meet transit need
- k. Any analysis needed to address gaps/deficiencies/opportunities identified in previous tasks

As part of the network analysis, Consultant shall analyze service characteristics and customer base served by routes listed below:

- a. Study Metro 90 and 177, Beeline 3 and LCF Shuttle for travel patterns and potential to better serve the Foothill corridor. The City of La Canada Flintridge is interested in 20-minute headways along Foothill Blvd. Pasadena Transit connects to Beeline 3 and LCF Shuttle at JPL and will also operate the eastern portion of Metro 177 in the future. Determine origin and destination of passengers at bus stops with high volumes of activity. Investigate improved layover locations.
- b. Study Metro bus routes in Glendale (180, 92, 94, 603 and other) and determine who and how passengers are using service. Determine origin and destination of passengers using major stops. Determine any interface with Beeline service.
- c. In support of the Metro No-Ho to Pasadena BRT and Beeline interface, study origin and destination data for Metro 501 Rapid and LADOT Commuter Express 549 at the Goode Ave and Sanchez Ave stops; and LADOT Commuter Express 549 and 409 at Harvey Drive stops.
- d. Study Metrolink Antelope Valley and Ventura County lines as well as Amtrak Pacific Surfliner in Glendale and Burbank and determine who and how passengers are using the service. Analyze ways to better serve, feed, and distribute Metrolink and Amtrak passengers. Determine if Beeline routes 1, 4, 8, 11, and 12 are effectively serving train passengers.

#### Task 4.3: Local Planning Recommendations

Consultant will review a number of planning studies/efforts and provide analysis of their impact on fixed route services. Consultant will apply analysis to near term, mid-term and long term deployment of transit service in Task 5.

At a minimum, the following plans should be reviewed:

1. North Glendale Community Plan

2. South Glendale Community Plan/Downtown Community Plan (including Tropic Station Plan)
3. Metro NoHo to Pasadena BRT
4. Space 134 Vision Plan
5. Montrose 20/20 Plan
6. Glendale Circulation Plan
7. Greener Glendale Plan
8. Glendale Bike Master Plan
9. Glendale Pedestrian Safety Plan
10. Metrolink Strategic Business Plan
11. Arroyo Verdugo Transit Fleet Electrification Feasibility Study

*Deliverables:*

1. Beeline route evaluation report detailing analysis and findings of strengths, deficiencies, gaps, and opportunities for routes by route segments, modifying or eliminating existing services, and demand for service that would influence recommendations in Task 5.
2. Glendale and La Canada Flintridge transit service network evaluation report detailing findings that would inform recommendations for better coordinated service deployment. Report should include data to support Task 4.2 recommendations to explore consolidated services, reduce passenger travel time, increase travel speeds.
3. Using the recommendations in the local planning documents, Consultant will report analysis of how Beeline service can promote, integrate, and support the planning visions in these documents.

## **Task 5: Service Design Recommendations and Implementation Plan**

Based on the data and analysis in Tasks 3 and 4, the Consultant will reimagine transit services and develop draft recommendations on how Beeline and other providers can support, improve, and better serve Glendale and the surrounding neighborhoods in near term, mid-term, and long term time periods. Proposed recommendations should also consider whether a one-to-one drop-in replacement between the current CNG fleet and future battery-electric bus fleet is possible or if the fleet needs to expand.

### Task 5.1: Recommend Updated Service Concept

Based on the work performed in Tasks 2, 3 and 4, the future service concepts should attempt to identify and answer: Where should Beeline and other fixed route service providers operate? What other concepts address the gaps and deficiencies identified in the evaluation of existing service? How does the core fixed route network and any new service concepts create opportunities for ridership growth? What are the tradeoffs between service concepts and how will the benefits outweigh the negatives? What are the costs between service concepts?

Consultant shall propose the best mix of service types and deployment including:

- Base Beeline and fixed route network.
- Coordination/integration with other local services including Metro, future Metro No-Ho to Pasadena BRT, LADOT, BurbankBus, Pasadena Transit, Metrolink and Amtrak.
- Specialty services (e.g. point-to-point peak period or “express” service routes).
- Flexible/on-demand services (e.g. flex route/deviated fixed route, general public demand response) to serve neighborhoods without fixed route access.

### Task 5.2: Identify Potential Infrastructure or System Enhancements

Consultant shall evaluate and propose enhancements that improve bus speeds, such as bus priority street network and infrastructure to increase bus speed, e.g., possible dedicated bus lanes and bus priority signaling.

### Task 5.3: Public Outreach About Proposed Changes to Service

After synthesizing new Beeline Service projections and service types, Consultant shall continue public outreach which seeks to inform the public, riders and non-riders, and the new contacts made in Task 2 about the potential new service ideas/types. The completion of Consultant's implementation strategy will feature extensive discussion with the region's residents in which participants will "visualize" our transportation future, based on key inputs that are expected to be included in the final plan.

Consultant shall design and implement a variety of public outreach activities that also include out-of-the-box public outreach methods including: project website, email blasts to community groups/members, direct mail (community contact letter, other materials), brochures/flyers/factsheets, newsletters, public meetings/workshops/events, newspapers advertising and articles, TV show/advertising on GTV6, bus stop and transit center stops, social media surveys, onboard surveys, local community events, e.g., farmers markets, pop-up events, telephone town halls/meetings, and virtual meetings.

#### *Deliverables:*

1. Recommended service concepts for Glendale Beeline staff and community groups/stakeholders/public at large to consider that best match with the travel demand and service attributes most important to each customer group. Service concepts will provide the backup data and graphics needed to support each concept and translated in Spanish and Armenian.
2. Recommended service concepts for Glendale Beeline staff and community groups/stakeholders/public at large to consider that best match with the travel demand and service attributes most important to each customer group. Service concepts will provide the backup data and graphics needed to support each concept.
3. Comprehensive, clear, and concise narrative describing the results of Task 5 including: visually appealing and easy to understand maps, tables and charts illustrating the results, technical maps (GIS shapefiles), spreadsheets, and other models and data used for analysis.
4. Summarize the outreach input received from Task 5.3 into a report. This documentation will provide data, recommendations and other material for City staff to use in telling the Glendale transportation story in regard to short term, medium, and long term vision of the area.

### **Task 6: Final Report and Presentations**

The Consultant shall complete a Final Report summarizing the results of Tasks 2-5, documenting the study process and incorporating comments from Beeline staff and public outreach sessions. Consultant shall develop a PowerPoint presentation summarizing key elements of the Final Report, including the study process, preferred service concept and service restructuring plan. Consultant shall provide draft chapters electronically by email as developed, for initial review and staff comments.

#### *Deliverables:*

1. Executive Summary Report that is the most efficient and effective way to convey the results of this study in a clear and easily understandable way to the project team, elected officials and key stakeholders. The Executive summary shall be provided on a thumb drive in a PDF and an editable/workable electronic format, one unbound original, and twenty bound hard copies.
2. In addition to the Executive Summary, the Consultant will produce a final report summarizing the results of Tasks 2-5. The final report shall include: Title Page, Table of Contents, Executive Summary, Statement of Study Objectives and Methodology, Results of Study Based on the Elements in the Scope of Work, Lists of Tables, Figures and Appendices, and List of References & Bibliography. The final report shall be provided on a thumb drive in a PDF and an editable/workable electronic format, one unbound hard copy, and six bound hard copies.
3. Consultant will provide a PowerPoint presentation summarizing key elements of the Final Report, including the study process, preferred service concepts, and service restructuring plan. Consultant shall be available for up to four evening presentations before the Commission/City Council following completion of the Draft and/or Final Report.

#### **Task 7: Beeline/LCF Timetables**

Based on the outcome of Task 5, Consultant will work with City Bus Service consultant to create new Beeline and LCF Shuttle timetables that improve operating efficiency, reduce running time, and increase frequency. Timetables should incorporate time sensitive destinations, transfers and changes to timepoint locations. Timetables should reflect travel time based on segment and time of day with frequency based on demand and vehicle availability. Current timetables in Excel format will be provided.

##### *Deliverable:*

1. New timetables for each existing and proposed route in Excel format that are clear, appropriately documented/notated and editable. New timetables will document deadhead miles, service miles and total miles; calculate service hours by bus, and tally deadhead, service and total hours per route. New timetables will be submitted electronically in an editable Excel format to City.

## Exhibit 2 – Insurance Requirements

### INSURANCE REQUIREMENTS PROFESSIONAL SERVICES AGREEMENT

#### “PROFESSIONAL LIABILITY” INSURANCE

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

1.2 The Professional Liability policy must:

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



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

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

### **"WORKERS' COMPENSATION" INSURANCE**

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

(A) Complete Workers' Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and

(B) Employer's Liability insurance in an amount not less than:

(1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;

(2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and

(3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONSULTANT shall provide CITY with a "**certificate of insurance**" and a subrogation endorsement, "**Waiver of Our Right to Recover From Others**"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement's workers' compensation insurance requirements.

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

### **"COMMERCIAL GENERAL LIABILITY" OR "BUSINESSOWNERS LIABILITY" INSURANCE**

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

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

(A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;

(B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;

(C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and

(D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

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

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

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

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

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

#### **“BUSINESS AUTOMOBILE” LIABILITY INSURANCE**

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

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

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

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

1.4 CONSULTANT shall provide CITY with a “**certificate of insurance**” and an “**additional insured**”

**endorsement**— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

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

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

### **GENERAL REQUIREMENTS**

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

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

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

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

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

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

- (A) If CONSULTANT’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
  - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
  - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B) CONSULTANT’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT’s insurance;
- (D) CITY’s insurance, or self-insurance, or both, will not contribute with CONSULTANT’s insurance policy;

- (E) CONSULTANT and CONSULTANT's insurance company waive— and shall not exercise— any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;
- (F) CONSULTANT's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
- (G) CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and

CITY is not liable for a premium payment or another expense under CONSULTANT's policy.

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

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

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

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

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

**1.9** At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or

replacements; and documents comprising CONSULTANT's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

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

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

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

### **CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

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

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;

- (C) A "certificate of insurance" for Workers' Compensation insurance; or

If CONSULTANT is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or

If CONSULTANT is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;

- (D) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and

- (E) A complete copy of CONSULTANT's Professional Liability insurance policy, including all forms and endorsements attached to it.

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

**INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

**2.1** This Agreement's insurance provisions:

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

# Exhibit 3 – Sample Professional Services Agreement

CONTRACT No. \_\_\_\_\_

*(The Professional Services Agreement Will Be Finalized Upon Notification of Award)*

## **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

BETWEEN THE CITY OF GLENDALE  
AND  
\_\_\_\_\_

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

### **RECITALS**

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

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

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

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

### **AGREEMENT**

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

#### **1.0 INCORPORATION OF RECITALS**

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

#### **2.0 TERM**

[Select one of the following alternatives:]

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

2.1. **[OPTION 2]** This Agreement's Term is [ # ] [months/ years], beginning on [DATE] and ending on [DATE], unless this Agreement ends sooner according to the terms elsewhere in this document.

### **3.0 SERVICES**

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

#### **3.2. Written Authorization.**

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

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

#### **3.3. Professional Standard of Care.** During this Agreement's Term:

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

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the



requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

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

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

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

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

#### **4.0 TIME FOR PERFORMANCE**

[Select one of the following alternatives:]

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

4.1. **[OPTION 2]** CONSULTANT shall perform the Services according to the Project Time Schedule, which is attached as "Exhibit B" to this Agreement and is incorporated into it by this reference. CONSULTANT shall complete all of the Services by     [DATE]    .

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

4.3. **Force Majeure.** If an event or condition constituting a "force majeure"—

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

## 5.0 PERSONNEL

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

5.2. **Key Personnel.** CONSULTANT's project team shall work under the direction of the following key personnel [**IDENTIFY CONSULTANT's KEY PERSONNEL AND TITLE**]. [**OR STATE: CONSULTANT shall employ the key personnel identified in "Exhibit A."**] CONSULTANT shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

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

### 5.4. **Independent Contractor.**

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

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing

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

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

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

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

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

5.9. **Executive Order N-6-22 – Russia Sanctions.**

(A) CITY may be using State of California grant funds for this Agreement. Accordingly, because CITY may be paying, awarding, or providing CONSULTANT with that State grant money, in whole or in part, CONSULTANT must fully comply with the Governor's March 4, 2022, Executive Order N-6-22 (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) ("State Executive Order"). The State Executive Order concerns economic sanctions ("Economic Sanctions") and other sanctions imposed by the U.S. government, and the State of California, in response to Russia's actions in Ukraine.

(B) CONSULTANT is solely responsible for reviewing the State Executive Order in full and complying with its requirements, as applicable. CONSULTANT states and represents that CONSULTANT has read the State Executive Order, is not the subject or target of any Economic

Sanctions, and will comply with any request to report information or submit documents to the State, or CITY, or both, before or after the expiration, termination, or cancellation of this Agreement.

(C) At any time and upon written notice to CONSULTANT, CITY, in its sole discretion, may either immediately invoke any one or more of the remedies listed in Paragraph 13.3 for Default under Paragraph 13.1(B), or terminate this Agreement for CITY's convenience under Paragraph 13.4, if CITY determines that any one or more of the following circumstances or events have occurred:

- (1) CONSULTANT is the subject or target of Economic Sanctions;
- (2) CONSULTANT is conducting prohibited transactions with sanctioned individuals or entities;  
or
- (3) CONSULTANT has failed to comply, in any manner, with the State Executive Order.

## **6.0 FACILITIES**

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

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

## **7.0 PAYMENT**

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

*[Select one of the following provisions:]*

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

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

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

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

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

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

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

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

## **8.0 AUDIT BY CITY**

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

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

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

or will perform under this Agreement.

## 9.0 DATA, RECORDS, PROPRIETARY RIGHTS

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

### 9.2. **Ownership and Use.**

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

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

### 9.3. **Intellectual Property.**

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

(1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or

(2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

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

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

9.4. **Confidentiality.** CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONSULTANT’s Scope of Work. Without CITY’s prior written authorization, CONSULTANT shall not disclose or publish—or authorize, permit, or allow others to disclose or publish—data, drawings, designs, specifications,

reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. **Public Records Act.**

(A) CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 7920.000 *et seq.*), including its exemptions. CONSULTANT acknowledges that CITY has no obligation to notify CONSULTANT when a request for records is received.

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

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

(1) CONSULTANT may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or

(2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

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

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

**10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

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

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

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

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

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

## 10.2. Campaign Contributions.

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

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

(2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a consultant (or a subconsultant) has provided a campaign contribution.

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

(1) CONSULTANT and CITY amend the Scope of Work in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or

(2) CITY, Glendale Successor Agency, or the Housing Authority awards CONSULTANT another contract which has a total anticipated or actual value of \$50,000 or more, or awards CONSULTANT a combination or series of contracts which have a value of \$50,000 or more.

(C) CONSULTANT represents and certifies that:

(1) CONSULTANT has read and fully understands the provisions of Municipal Code Section 1.10.060;

(2) CONSULTANT will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and

(3) CONSULTANT shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

## 11.0 INSURANCE

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



11.2. This Agreement's insurance provisions:

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

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

## 12.0 INDEMNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

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

### **13.0 DEFAULT, REMEDIES, AND TERMINATION**

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

- (A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:
- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
  - (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
  - (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or
- (B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:
- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
  - (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
  - (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
  - (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or
- (C) CONSULTANT:
- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
  - (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY’s written authorization;
  - (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY’s written authorization;
  - (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT’s behalf, is convicted under state or federal law, during this Agreement’s Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or
- (D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

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

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

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

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

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

(D) CITY may immediately terminate the Agreement;

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

- (1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or
- (2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

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

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

## 14.0 **GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written.

Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

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

- (1) The Agreement.
- (2) Exhibit D (Insurance Requirements).
  - (3) Exhibit B (Project Time Schedule).
  - (4) Exhibit A (Scope of Work).
  - (5) Exhibit C (Fee Schedule).

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

14.4. **Governing Law; Jurisdiction.**

(A) California's laws govern this Agreement's construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law.

(B) If CONSULTANT or CITY brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. CONSULTANT and CITY acknowledge that the Agreement was negotiated, entered into, and executed—and the Services are performed—in the City of Glendale, California.

(C) Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

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

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

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

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

- (A) Practice in a law firm located in Los Angeles County; and
- (B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

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

- (A) Take further necessary action; and
- (B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

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

- (1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or
- (2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

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

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

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

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

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

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

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

14.12. **Notices.**

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

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

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

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

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

CITY: City of Glendale  
Dept.: \_\_\_\_\_  
\_\_\_\_\_  
Glendale, CA 9120\_\_

Attn: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Fax. No.: \_\_\_\_\_

Email: \_\_\_\_\_

CONSULTANT:

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Fax. No.: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

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

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

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

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

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

14.17. **Digital Signatures.** A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.



Executed at Glendale, California.

**CITY OF GLENDALE:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

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

**CONSULTANT:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

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

APPROVED AS TO FORM	
NAME:	_____
TITLE:	_____
SIGNATURE:	_____
DATE:	_____

**PROFESSIONAL SERVICES AGREEMENT EXHIBIT LIST**

- “Exhibit A”:            Scope of Work  
  ( \_\_ pages)
- “Exhibit B”:            Project Time Schedule  
  ( \_\_ pages)
- “Exhibit C”:            Fee Schedule  
  ( \_\_ pages)
- “Exhibit D”:            Insurance Requirements  
  ( \_\_ pages)

## Exhibit 4 – Proposal Forms

PF: 1	Proposer's General Information Form
PF: 2	Reference Form
PF: 3	Public Records / Redaction Letter
PF: 4	Disclosure – Campaign Finance Ordinance
PF: 5	Insurance Requirements Declaration – Glendale
PF: 6	Table of Exceptions – Glendale
PF: 7	Cost Proposal
PF: 8	Acknowledgement of Receipt of Addendum/Addenda
PF: 9	Proposal Forms Checklist

❖ **PF:8 Acknowledgement of Receipt of Addenda** must be included with proposal for this RFP. Failure to acknowledge the Addendum or Addenda will result in disqualification.

# PF: 1- PROPOSER'S GENERAL INFORMATION FORM

Date: \_\_\_\_\_, 20\_\_\_\_ Business Name \_\_\_\_\_

Tax Identification No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_

## 1. BUSINESS ORGANIZATION / STRUCTURE

1.1. Your firm is a:

Corporation

Sole Proprietorship

Partnership

Limited Liability Company

Other: \_\_\_\_\_

1.2. If your firm is a **corporation**, answer the following:

1.2.3. Corporate ID number: \_\_\_\_\_

1.2.4. Owner/President's name: \_\_\_\_\_

1.2.5. Is your firm a publicly traded corporation?

**YES**

**NO**

1.3. In the past five years, has any government entity ever: (a) investigated, cited, disciplined, or assessed any penalties against your firm or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules, or regulations?

**YES**

**NO**

If **YES**, identify the government entity; list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

\_\_\_\_\_  
\_\_\_\_\_

1.4 Has your firm ever failed to fulfill or perform — either partially or completely — a contract or an agreement with a government entity or a client?

**YES**

**NO**

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

\_\_\_\_\_  
\_\_\_\_\_

**2. CREDIT AND REFERENCE CHECK**

2.1. The City of Glendale may: (1) request credit reports, or investigative reports, or both, about your firm, and (2) contact the references, government entities, and other persons listed in this Proposal. The City of Glendale will use this information to evaluate your firm’s financial resources, responsibility, and integrity with respect to this Proposal, an award of the Contract, or any contract renewal. The City of Glendale will treat any information that it obtains now or later as confidential. The signature below authorizes the City of Glendale to obtain a credit and reference check, and investigate any and all reports about your firm.

Under the penalty of perjury, Proposer certifies that:

- A. This Proposal is genuine, is not a sham or collusive, and is not made in the interest of, or on behalf of, any person, partnership, corporation, firm, organization, or another entity not named or disclosed in the Proposal;
- B. Proposer did not, directly or indirectly, induce, agree, or solicit anyone else to submit a false or sham Proposal, to refrain from proposing, to withdraw a Proposal, or to attempt to induce an action prejudicial to City’s interests;
- C. Proposer has not sought by collusion, in any manner, to secure for Proposer any advantage over other proposers; and
- D. All facts and statements in the Proposal are completely true, accurate, and correct.
- E. By signing this Proposal, each individual below represents and warrants that the individual:
  - (1) Has the right, power, legal capacity, and authority not only to sign this Proposal on the Proposer’s behalf, but also to bind the Proposer to this Proposal; and
  - (2) Binds the Proposer to this Proposal.

**PROPOSER:**

By \_\_\_\_\_  
Signature

Name \_\_\_\_\_  
Printed

Its \_\_\_\_\_  
Title

Address \_\_\_\_\_

Telephone \_\_\_\_\_

## PF: 2- REFERENCE FORM

Provide three references of similar sized projects/accounts preferably located in the state of California. Include detailed information about the services provided on this form.

1. Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### PF: 3- PUBLIC RECORDS/REDACTION LETTER

\_\_\_\_\_  
Date

Martha D'Andrea Transit Manager  
Public Works Department, Transit Division  
City of Glendale  
1759 Gardena Ave.  
Glendale, CA 91204

Re: Comprehensive Operational Analysis and Integration Study for Glendale Beeline and Transit System by:

\_\_\_\_\_  
Dear Martha:

We have reviewed the above proposal in detail and have provided you with specific redactions, as attached. The remaining portions of the proposal we find acceptable for disclosure. We have taken care only to redact those aspects of the proposal which represent Trade Secrets of our company, \_\_\_\_\_, in accordance with California law.

Section 7924.510(f) of the California Government Code provides:

*(f) As used in this section, "trade secret" may include, but is not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that satisfies all of the following requirements:*

- (1) It is not patented.*
- (2) It is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value.*
- (3) It gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.*

Section 3426.1, of the Uniform Trade Secrets Act also defines a Trade Secret as follows:

*d) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that:*

- (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and*
- (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.*

The information deleted from the attached are our processes, methods and techniques of performance of these particular scopes of work. These processes and methods are not generally known to the public would be of great value to any of our competitors. Also while we

understand the total pricing for this project to be a public record, the specific pricing of each particular scope of work or subset of work would give a competitor an insight into our pricing processes and patterns and give them an economic advantage in competitive bidding. Therefore, our refusal to grant access to this information is reasonable under these circumstances.

As further, we agree to indemnify, defend, and hold harmless the City of Glendale from and against all claims, lawsuits, damages, costs and attorney fees brought against the City of Glendale by any party making a request therefor, for the City’s refusal to disclose any material arising out of the redaction.

Sincerely,

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

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

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)



## PF: 4- DISCLOSURE - CAMPAIGN FINANCE ORDINANCE – CONTRACTORS AND SUBCONTRACTORS

The City Council adopted Ordinance No. 5744, “Campaign Finance Ordinance,” which became effective on September 9, 2011, and amended it with Ordinance No. 5768, which became effective on March 15, 2012 (“the Ordinance”). The Ordinance prohibits: (1) A contractor\* (including a subcontractor\*\*)— who has a contract with the City of Glendale (“City”), Glendale Successor Agency or Glendale Redevelopment Agency (“GSA”), or the Housing Authority of the City of Glendale (“HA”) and that contract is subject to approval by the City Council, GSA, or HA— from making a contribution to a City Council member, GSA member, HA member, City Clerk, or City Treasurer; and (2) Council members, GSA members, and HA members from voting on matters concerning a contract affecting a contractor or subcontractor who has provided a campaign contribution.

The provisions of the Ordinance restricting Council members from voting on matters affecting campaign contributors applies to a contractor whose contract requires the City Council’s, GSA’s, or HA’s approval, and specified subcontractors. A contract with the City, GSA, or HA is known as a “City Contract.” The Ordinance excludes a competitively bid contract awarded to the lowest responsible bidder.

To assist members of the City Council, GSA, and HA before they vote on a matter regarding a City Contract, the Ordinance requires City staff to prepare this report which discloses certain information about: the contractor receiving the City Contract, and specified subcontractor(s) working under the City Contract.

- Information that must be disclosed:**
- Name of the person, entity, or organization (i.e., the Contractor or Subcontractor)
  - Name of the Chief Executive Officer/President
  - Chief Operating Officer
  - Chief Financial Officer
  - Chairperson
  - All members of the Board of Directors
  - All persons who own more than 10% of the person, entity, or organization
  - Name of any campaign committee owned or controlled by the person, entity, or organization

**Please complete the following disclosure form:**

**Contractor(s)\*:**

Name		Address			
Full Name	Title	Business Address	City	State	Zip
	Chairperson				
	Chief Executive Officer / Preside				
	Chief Operating Officer				
	Chief Financial Officer				
	Board of Directors				
	More than 10% interest owner				

\* “Contractor” is the person, entity, or organization that is the party, or prospective party, to the contract with the City, GSA, or HA. In addition to the name of the person, or entity, the Contractor must also disclose the name(s) of that person’s, entity’s, or organization’s Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Please disclose these persons’ name and business address.

**Subcontractor(s)\*\*:**

Name		Address			
Full Name	Title	Business Address	City	State	Zip
	Chairperson				
	Chief Executive Officer / President				
	Chief Operating Officer				
	Chief Financial Officer				
	Board of Directors				
	More than 10% interest owner				

\*\* "Subcontractor" is the person, entity, or organization that has entered into a contract for the performance of all or a portion of the work undertaken under an agreement with an architect, design professional, engineer, or general or prime contract, usually by a general or prime contractor. You must also disclose the names of the Subcontractor's Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Above please disclose these persons' name and business address.

Campaign Committee owned or controlled by:

Title	Business Address	City	State	Zip

**CERTIFICATION**

On behalf of the above-named  Contractor  Subcontractor:

- I acknowledge that I have a continuing obligation to update this disclosure form if I substitute— or if I select additional— architects, design professionals, contractors, or subcontractors within ten (10) days of the selection or change; and
- I hereby certify that:
  - I have identified all persons for which the Ordinance requires disclosure;
  - The information in this disclosure form (and any attachment to this form) is true, accurate, correct, and complete; and
  - I have been legally authorized to submit this disclosure form.

In total, this disclosure form (including attachments) is \_\_\_\_\_ pages.

Executed on: \_\_\_\_\_, 20\_\_\_\_, at: \_\_\_\_\_, California.

Signature: \_\_\_\_\_ Print Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_





**PF: 6- TABLE OF EXCEPTIONS – GLENDALE**

Proposer must state whether its proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services, Proposed Professional Services Agreement, or any other requirements of the RFP, including all exhibits, forms, and appendices. List of exceptions will be inserted in the table form below and identify the page, section number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify any items of non-compliance will result in the City assuming compliance. Changes to the Proposed Professional Services Agreement may not be considered or negotiated if not submitted as part of the proposal. The City, at its sole discretion, may modify or reject any exception or proposed change.

Page Number	Section Number	Provision/Exception-Nonconformance and/or Subtitle Language

By signing below, I understand that the information above lists all exceptions expressed by this firm in response to the RFP issued by the City of Glendale for \_\_\_\_\_  
\_\_\_\_\_.

Dated this day \_\_\_\_ of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Authorized Signature) (Title)

## PF: 7- COST PROPOSAL

The Proposer may use their own table layout for the cost proposal. At minimum, the table must contain the elements in the sample price table below.

Description	No. of Hours	Cost/Hour (\$)	Cost
		\$	\$
		\$	\$
		\$	\$
<b>Total Price Proposal</b>			<b>\$</b>

## PF: 8- ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

I hereby acknowledge receipt of the following Addendum/Addenda issued in reference to this solicitation by listing the Addenda by number, date and signing the form:

Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____

PROPOSER:

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
(Title of Signer)

\_\_\_\_\_  
(Date Signed)

## PF: 9- PROPOSAL FORMS CHECKLIST

### *Comprehensive Operational Analysis and Integration Study for Glendale Beeline Transit System*

Date: \_\_\_\_\_, 20\_\_\_\_

Proposer: \_\_\_\_\_  
Name of Business

Proposer will complete the following Proposal Checklist and submit it as part of the Proposal in the order listed below:

	Check the following:	YES/ NO	Not Applicable (N/A)
1. Cover Letter	Attached		
2. Technical Proposal	Attached		
3. Addenda	Attached and Signed		
4. Proposal Forms	Check the following		
PF-1 General Information Form	Attached and Signed		
PF-2 Reference Form	Attached		
PF-3 Public Records/Redaction Letter	Attached, Dated and Signed		
PF-4 Disclosure-Campaign Finance Ordinance-Contractors and Subcontractors	Attached and Signed		
PF-5 Insurance Requirements Declaration – Glendale	Attached, Dated and Signed		
PF-6 Table of Exceptions – Glendale	Attached, Dated and Signed		
PF-7 Cost Proposal	Attached		
PF-8 Acknowledgement of Receipt of Addendum	Attached		
PF-9 Proposal Forms Checklist	Attached		