



REQUEST FOR PROPOSALS

LIVE OAK PARK AND TEMPLE CITY PARK MASTER PLANS

Issue Date:	July 14, 2014
Proposals Due:	August 8, 2014, 5 p.m. PST
Send Proposals to: (5 hardcopies + 1 digital copy)	Leslie Cayton Parks and Recreation Department City of Temple City 9701 Las Tunas Dr. Temple City, CA 91780
Mark Envelope:	PROPOSAL- Live Oak Park and Temple City Parks Master Plans
Contact Person:	Cathy Burroughs, Parks and Recreation Director (626) 285-2171, ext. 2363 cburroughs@templecity.us

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BACKGROUND

Temple City is centrally located in the west San Gabriel Valley, approximately 5 miles southeast of Pasadena and 13 miles east of downtown Los Angeles. Predominately residential, the community houses around 35,000 residents within 3.85 square miles and is surrounded by the municipalities of Arcadia, San Gabriel, El Monte, Rosemead and unincorporated Los Angeles.

The Parks and Recreation Department currently oversees 2 developed parks: Live Oak Park and Temple City Park, each encompassing 16 acres and 4 acres respectively. On April 2, 2014, City Council adopted the Parks and Open Space Master Plan ("POSMP"); the purpose of which was to determine current needs, strengths, and gaps in the parks and recreation department facilities and programs. The data presented in the Parks and Open Space Master Plan allowed for the development of an action plan (Exhibit C) outlining short-, mid-, and long-term goals for the Parks and Recreation Department for the next estimated 20 years. As part of that action plan, separate Master Plans for each park were proposed to focus future development, projects, and management actions.

LIVE OAK PARK

Live Oak Park serves as the primary recreational facility in the City. On location is the Community Center, completed in 1998, that hosts many of the Parks and Recreation Department's programs and fee/charge classes, and some special events, garnering over 80,000 visitors annually to the Center alone. The Park also features:

1. The Annex Building, completed in 2009, that mainly houses the Parks and Recreation administrative staff;
2. 7 tennis courts (3 with lights);
3. One full and 2 half-basketball-courts, all lighted;
4. Lighted softball and baseball fields with sideline bleachers;
5. Large grass areas that are used as soccer/football fields;
6. 2 picnic shelters (one large with 18 tables, one small with 7 tables);
7. A rubberized playground/fitness area; and
8. Several picnic benches lining the southern edge of the Park.

The tennis courts, softball/baseball fields, grass fields, and picnic shelters are available for reservation for special organized events and leagues.

TEMPLE CITY PARK

Located adjacent to the Civic Center and the Los Angeles County Library, Temple City Park is home to many citywide seasonal events such as Concerts in the Park during the summer and Lights on Temple City in the winter, both inviting thousands of visitors to Temple City Park alone. The Performing Arts Pavilion, completed in 1996, accommodates many performances, and is available for reservation while providing a functional and aesthetic focal point for the Park. Other amenities available include:

1. A small, rubberized playground area; and
2. 7 picnic tables and 2 barbecues (not available for reservation).

THE PARKS AND OPEN SPACE MASTER PLAN

Under the Parks and Open Space Master Plan (available on the City's website: <http://www.templecity.us/>), a study was conducted with the intention of aiding community stakeholders in understanding priorities that should be addressed to best meet the recreational needs of Temple City residents and parks users. As part of the study, a Community Needs Assessment was undertaken to understand the public's perceived general needs for parks and open space. Some findings include:

1. Strengths—general park maintenance, clean and safe parks, high levels of use, family-friendly parks;
2. Opportunities for improvement—limited parking, worn play equipment; and
3. Rankings for facility and amenities that the residents identified as priorities.

With the approval of the POSMP, the City is looking into developing specific and separate master plans for both Live Oak and Temple City Parks to guide future projects that will further address the specific needs of Temple City residents.

PROJECT INTRODUCTION

The City of Temple City ("City") is soliciting proposals from qualified consultants ("Consultant") to develop and draft Master Plans ("Master Plan") for the two existing parks within the City: 1) Live Oak Park and 2) Temple City Park, with a prioritization of the Live Oak Park Master Plan. Both the Live Oak Park and Temple City Park Master Plans will work in conjunction with and expand on the POSMP. The Contractor is expected to develop a Master Plan for each park that will define the park's vision—which will be supported by policies, guidelines, and priorities—and guide future programmatic decisions and capital improvement planning.

The successful Consultant shall be responsible for all aspects of the Master Plan Process as generally and minimally set forth in this Request for Proposals ("RFP"). Due the varying scales of usage within the Parks, the Consultant's approach to the Master Plan(s) is expected to be both thoughtful and creative. The Consultant shall be prepared to of draft solely a Live Oak Park Master Plan or both the Live Oak Park and Temple City Park Master Plans based on available funding. Bids for each Master Plan must be identified separately.

Consultants must demonstrate capacity to deliver high-quality service, and strategy to maximize available resources, such as ensuring the preservation of mature landscaping and incorporating sustainable design principles.

The City reserves the right to accept or reject all and/or any one of the two proposals. There will be no renegotiation of the service rate for any option should be they selected individually.

SCOPE OF WORK

The successful Consultant will provide services to the City that will result in a comprehensive Master Plan for Live Oak Park and Temple City Park. This Scope of Work is meant to act as a minimal and general baseline for the project. Each task generally outlines the work involved, and it shall be the responsibility of each consultant responding to this RFP to identify, with specificity, the tasks, sub-tasks, public presentations, and public hearings, including a proposed timetable.

Additions to the Scope of Work may be proposed should they be considered beneficial to the City. However, proposal cost may *not* be based upon provision of additional services. The Consultant may be working with other consultants or sub-contractors in order to appropriately and effectively complete the tasks minimally set forth in this scope of work.

I. PROJECT INITIATION

The Consultant shall meet with City staff to develop and finalize a detailed work plan/schedule which will, *at minimum*, establish meeting and presentation schedules, and clarify roles and responsibilities of both City and Consultant teams.

1. Formalize and outline the Master Planning Process and Schedule.

2. Develop timeline for the public involvement, analysis, recommendations, and preparation of work product.
3. Identify and clarify project roles and key stakeholders.

II. SITE ASSESSMENT—RESEARCH AND ANALYSIS

During this phase, the Consultant shall consider current site conditions; identify opportunities and constraints, along with neighborhood and civic interests. Consultant will also review all available background materials, historic documents, operational and capital budgets, zoning codes, maps, facility or structural assessments, site plans, arborist assessments, and any other relevant information relating to the project. *The Consultant is expected to utilize the POSMP as a valuable resource during this project.*

1. Analyze Existing Conditions
 - a. Evaluate existing site features (e.g. buildings, landscape, other amenities) in terms of condition and need for upgrade, visual quality, public use value, and preservation.
 - b. Identify potential environmental constraints and develop a work plan if there are any mitigation requirements.
 - c. Develop a base map and database to capture information about the geographic location and physical characteristic of the park. Include a list of amenities.
 - d. Prepare a draft and final Site Analysis report that will include an architectural assessment, a summarization of project issues, and site opportunities and constraints.
2. Review Current Maintenance and Operations
 - a. Determine whether the existing facilities and amenities (e.g. buildings, landscaping, etc.) within the park have appropriate funding.

III. COMMUNITY OUTREACH AND PUBLIC PARTICIPATION

The POSMP, approved this past April, included a highly extensive community needs assessment. Due to this, the Master Plan project at hand may require minimal public participation that will be focused on community input regarding the specific park instead of the entire parks, open space, and recreation system.

The Contractor shall refer to the data and Community Needs Assessment within the POSMP. A general overview of methodology and findings summary of the Community Needs Assessment for the POSMP is available in Exhibit A. Also, a

Facility/Amenity Priority Ranking¹—meant to show project priorities for the Parks and Recreation Department—done for the Parks and Open Space Master Plan is available in Exhibit B of this RFP.

IV. MASTER PLAN DEVELOPMENT

Based on the Community Needs Assessment, public outreach, and City input, the Master Plan will be developed. This Master Plan will reflect the needs and interests identified by the community, the City, and other key constituents.

1. Identify Priority Projects

- a. Develop goals, objectives, policies, and standards for potential projects that will achieve the desired level of services from the park and be responsive to the identified needs of the community. Utilize the POSMP as a reference and guide during this process.
- b. Create a prioritized timetable for the projects in short-, mid-, and long-term goals.

2. Draft Schematic Design Alternatives

- a. Prepare schematic Master Plan alternatives based on the conducted research findings and community outreach. Internal and external stakeholders as well as the general public will review the alternatives. Continue public outreach and community input as needed.
- b. Prepare preliminary construction cost estimates for each alternative. Prepare preliminary operating and maintenance cost estimates for any new design elements being proposed. Explore methods of financing for the proposed projects.
- c. Draft Initial Study of environmental impacts resulting from the proposed modifications, indicating what—if any—special studies will be required and the level of environmental review needed.

DELIVERABLES for Schematic Design Alternatives:

- i. Site plans, architectural drawings, renderings, or any other graphic materials necessary to convey the schematic alternatives to both project-team and public audiences.

¹ The Parks and Recreation Commission recently approved a re-prioritization of the Ranking and the Action Plan Matrix (Exhibit C). Changes will be discussed during Project Initiation, after the Contractor is selected.

- ii. Brief, narrative descriptions of any proposed new design features, including purpose and function.
 - iii. Cost estimates report.
 - iv. Presentations to formal review boards and appropriate audiences as required soliciting feedback.
3. Prepare Draft Master Plan
 - a. Participate in public meetings to present preliminary recommendations. The Contractor shall prepare a draft based on the data collection, needs assessment, public and City commentary, and any additional analysis and mapping.
4. Prepare Final Master Plan
 - a. Finalize the draft Master Plan and present the draft to the City representatives and other relevant parties for further review and public hearings. Based on input, prepare the final Master Plan.
 - b. It is essential that the Master Plan identify specific future short-, mid-, and long-term projects that must be completed in order to implement the recommendations set forth within the Master Plan.

V. MASTER PLAN DELIVERABLES

In summary, the Master Plan shall include (or be substantiated with) but not be limited to:

1. Research finding and analysis of the data and commentary collected;
2. Written goals, plans, objectives, and policy statements articulating a clear vision and a sustainable “road map” and model for the park’s future;
3. Charts, graphics, maps, illustrations, renderings, and other data necessary to support the plan and its presentation to appropriate audiences;
4. A cost estimates report and funding recommendations; and
5. An action plan to help with the implementation of the Master Plan in short-, mid-, and long-term goals that will also include design and capital improvement recommendations.

The Contractor shall prepare and submit the draft and final Master Plan documents in the following numbers and manner:

1. **15 hardcopies and one digital copy of the Draft Master Plan** approved by the City Council, Parks and Recreation Commission, and other entities as determined by the City.
2. A *minimum* of **15 hardcopies and one digital copy of the Final Master Plan** adopted by City Council, Parks and Recreation Commission, and other entities as determined by the City.
3. All materials to be provided in a Microsoft Office format as well as Adobe Acrobat portable document format (.PDF), latest version with integrated graphics.
4. All project documents, including notices, meeting minutes, etc., shall be provided in Adobe Acrobat portable document format (.PDF) and made part of the Draft and Final Master Plan.
5. All documents shall be compiled so that they can be printed in black and white.

CONSULTANT REQUIREMENTS

The City of Temple City will utilize a qualifications-based process in selecting a Consultant that will assist with this project. Consultants will be evaluated primarily on the creativity, experience, and expertise in preparing park master plans as demonstrated to the selection team. The City will review the selected consultant's ability to meet schedules, coordinate effectively with other internal and external entities, work effectively with community groups, and the ability to work within budget limitations.

EXPERIENCE

The selected firm must have specific experience in preparing park master plans for cities with similar characteristics to Temple City in size, demographics or project scope. A comprehensive list of references of cities and agencies served must be provided with nature of services provided.

STAFF

Staff assigned to complete the Scope of Services must have relevant experience in providing the necessary services as described. All personnel assigned to the work must possess appropriate certifications or registrations as required by State and Federal agencies, if any.

Consultants must also:

1. Have the ability to maintain adequate files and records.

2. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
3. Meet other presentation and participation requirements necessary for the project.

SUBMITTAL REQUIREMENTS

Prospective consultants interested in this RFP shall submit **5 hardcopies (one unbound) and one digital copy** of a proposal that includes the following:

1. A **cover letter** signed by an authorized official stating the proposal presents a firm offer for a 120-day period.
2. An **overview and statement of qualifications** and applicable licenses of the consultant's firm and proposed/current subcontractors, if any.
3. An **organizational chart for the Project Team, identifying the Project Manager and key staff for each service**. Include resumes for the Project Manager and key staff including education, relevant past project experience and a description of their assignment for their project.
4. A detailed **scope of work, understanding of the project, timeline, and breakdown of costs** for each and/or either service. Successful bidders shall demonstrate experience in and understanding of the processes to complete all necessary tasks in a competent manner, in compliance with all applicable rules, regulations, standards and requirements.

Bids for each sought service must be identified separately, including the hourly service rate or fixed fee when applicable, and breakdown of costs by operations and equipment. *The City reserves the right to accept or reject all and/or any combination of the two proposals. There will be no renegotiation of service rate for any option should they be selected individually.*

5. A comprehensive **reference list** of similar contracts and/or projects that the consultant is currently servicing or has completed in the last five years for each and/or either service.
6. The **proposed fee schedule** for each proposed service. The fee proposal shall indicate the total fee for the work described in the consultant services proposal.

The total fee must be itemized by task, including consultant staff time and hourly rates, and other direct costs. An individual authorized to bind the consulting firm shall sign the fee proposal.

The submitted proposal should be concise and shall not exceed 50 single-sided pages. The cover letter, tabs (if used), and front and back covers will not be counted against the page limit.

SELECTION CRITERIA AND PROCESS

A review committee will evaluate all proposals that meet the submittal requirements. Consultants will be selected based on professional qualifications and demonstrated competence, according to the responses to information required, as follows:

1. Evaluation of approach
2. Firms' past experience on projects of similar size and scope
3. Proposed organizational structure and key staff
4. Completeness of proposal and adherence to requirements

Failure to meet requirements of the RFP will be cause for rejection. An interview panel will be formed to interview the most qualified respondents. It is mandatory that the designated lead contact from the prime and subcontractor(s) attend. Based on these evaluations a recommendation shall be made to City Council for final decision.

PROPOSED TIMELINE

Release of RFP	July 14, 2014
Responses due ¹	August 8, 2014
Interviews	August 18, 2014 (week of)
Consultant selection ²	September 2, 2014 (week of)

¹ Postmarked responses and copies sent via electronic means will not be considered.

² Final consultant compensation for the project will be negotiated with the highest rated consultant after the selection process is completed. In the event negotiations fail, the City will commence negotiations with the next ranked consultant.

GENERAL CONDITIONS

1. The City shall not be liable for any pre-contractual expenses incurred by a consultant, nor shall any contractor include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiating any terms with the City.
2. The City reserves the right to modify the scope of this RFP, to reject all submissions or to request and obtain from one or more consultants submitting proposals, supplementary information as may be necessary for the City to make a selection. The information may be requested from a contractor individually, or from all prospective consultants simultaneously.
3. Proposals may, at the City's option, be rejected if they are incomplete, or contain erasures or irregularities of any kind. The City reserves the right to reject any and all proposals. The City expressly reserves the right to postpone submittal opening for its own convenience and to reject any and all submittals responding to this RFP.
4. The selected consultant will be required to comply with all laws, ordinances, rules and regulations of the federal and state governments, the County of Los Angeles, the City of Temple City and all governing bodies having jurisdiction applying to work done under the agreement.
5. The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected consultant.
6. All responses to this RFP shall become the property of the City, and will be retained or disposed of accordingly.
7. No proposal amendments, additions or alternates shall be accepted after the submission date and time.
8. All documents, records, designs, and specifications developed by the selected consultant in the course of providing services for the City shall be property of the City. Anything considered to be proprietary should be so designated by the consultant.

9. Acceptance by the City of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.
10. The City reserves the right to issue written notice to all participating consultants of any change in the proposal submission schedule should the City determine, in its sole discretion, that such changes are necessary.

EXHIBIT A

(provided on following page)



Quantitative Data

- Leisure Vision/ETC Institute conducted a Parks and Recreation Needs Assessment Survey between August and September of 2013 to help establish usage and satisfaction for current parks and facilities and to determine priorities for the future development of parks and recreation facilities, programs and services within the City of Temple City Parks and Recreation Department. The survey was administered by mail and by phone.

2.2 GENERAL FINDINGS

Stakeholders and Community Forums

Strengths

- Camellia Festival, Summer Concerts and other community events
- Clean, well-maintained facilities and parks
- Diverse types of programs / classes for all ages / affordable
- After-school program – S.T.A.R.S. is affordable and high quality
- Good volunteers from community in the parks - city values the volunteers

Opportunities for Improvement

- Community aquatic center
- Open green space
- Joint Use Agreement w/ TCUSD
- Review Eaton Wash & how it can be used for open space
- Pet friendly park / space

Most Important Things

- Community aquatic center
- Gymnasium
- Joint Use with TCUSD and City
- More basketball courts
- Open field space for organized sports / sports complex

Online Survey

- Temple City Park and Live Oak Park are by far the most visited parks; Arcadia County Park and Santa Anita Park are ones visited by over half of respondents.
- Very high program and event participation (78%) and high quality ratings
- Facilities with highest unmet needs:
 - Outdoor pool/Aquatic Center
 - Skateboard and BMX parks
 - Bike lanes
 - Indoor recreation center
 - Walking/biking trails
 - Year-round synthetic turf fields
 - Wi-Fi in the parks
 - Outdoor badminton courts



- Programs with highest unmet needs:
 - Aquatics related programs
 - Ping-pong lessons and leagues
 - Badminton lessons and leagues
 - Visual and performing arts programs
- Single biggest reason for lack of participation – Desired program not offered followed by program times not convenient
- One out of four people walk to the park
- Saturdays and Wednesdays are the most preferred days for people to participate in programs and activities
- 8-11 am and 5-8 pm are the most preferred time slots
- The city Connect magazine, word-of-mouth and the city website are the most popular methods of accessing information
- Park and facility development / Rehabilitation followed by Children and Teen Activities are the areas respondents want the Department to emphasize on
- High support for non-resident fees for programs and facility rentals (78% Support or Strongly Support)

2.3 STATISTICALLY VALID MAIL SURVEY RESULTS

Methodology

Leisure Vision/ETC Institute conducted a Parks and Recreation Needs Assessment Survey between August and September of 2013 to help establish usage and satisfaction for current parks and facilities and to determine priorities for the future development of parks and recreation facilities, programs and services within the City of Temple City Parks and Recreation Department. The survey was administered by mail and by phone.

The RHA/PROS team worked extensively with Temple City officials in the development of the survey questionnaire. This work allowed the survey to be tailored to issues of strategic importance to effectively plan the future parks and open space system.

Surveys were mailed to a random sample of 2,500 households in Temple City. The same day the surveys were mailed, each household that was to receive a survey also received an electronic voice message encouraging them to complete the survey.

The goal was to obtain a total of at least 300 completed surveys. A total of 338 surveys were completed. The results of the random sample of 338 households have a 95% level of confidence with a precision of at least +/-5.3%.

The results of the survey are presented on the following pages.

EXHIBIT B

(provided on following page)



6.2 FACILITY / AMENITY PRIORITY RANKINGS

The top five facility and amenity priorities as determined by the community were family walking and biking trails, bike lanes, outdoor pool, Wi-Fi access in parks, and small family picnic areas and shelters.

Temple City Facility/Amenity Priority Rankings	
	Overall Ranking
Walking and Biking Trails	1
Bike Lanes	2
Outdoor Pool	3
Wi-Fi Access in Parks	4
Small Family Picnic Areas and Shelters	5
Pet Friendly Spaces	6
Playground Equipment	7
Large Group Picnic Areas and Shelters	8
Large Indoor Social Event & Meeting Room	9
Pocket Parks/Small Neighborhood Parks	10
Skateboard/BMX Park	11
Indoor Recreation Center/Gymnasium	12
Outdoor Basketball Courts	13
Outdoor Badminton Courts	14
Outdoor Tennis Courts	15
Performing Arts Facility	16
Disc Golf Course	17
Youth Soccer Fields	18
Youth Baseball and Softball Fields	19
Year Round Artificial Turf Sports Fields	20
Adult Soccer Fields	21
Adult Baseball and Softball Fields	22

EXHIBIT C

(provided on following page)



Action Plan Matrix (refer to Chapter 7, Section 7.4 - Funding and Revenue Strategies for potential funding of these goals)				
FOCUS	ONGOING	0-2 YEARS	3-7 YEARS	8-20 YEARS
Facilities / Amenities		1 Prepare new Master Plans for Live Oak Park and Temple City Park	1 Complete development and construction of trails in Eaton Wash and Arcadia Wash	1 Develop plans and complete development and construction of new City Maintenance Yard
		2 Continue implementation of Bicycle Master Plan improvements (bike lanes, etc)	2 Complete development and construction of 5336 Rosemead Blvd property	2 Develop plans and complete development and construction of new park space at old City Maint. Yard
		3 Change park rules to allow on-leash dog walking and add doggy waste stations	3 Develop plans and complete development and construction of Water Company properties	3 Develop plans and complete development and construction of new park and open space in SCE easement
		4 Develop plans for addition of shade shelters at Temple City Park	4 Develop plans and complete development and construction of 6499 Rosemead Blvd property	4 Develop plans and complete development and construction of Los Angeles Sheriff Station property if site becomes available
		5 Develop plans for renovation and replacement of play ground at Temple City Park	5 Determine alternate locations for City Maintenance Yard	5 Complete development and construction of open space in parking lots behind business' along Las Tunas Avenue
		6 Meet with Los Angeles County and Los Angeles Flood Control to discuss development of trails in Eaton Wash and Arcadia Wash	6 Develop plans and possibly complete development and construction of open space at the Primrose Avenue parking lots	
		7 Develop a use agreement with Los Angeles Flood Control for development of trails	7 Develop plans for possible parking lot conversions behind business' on Las Tunas Avenue	
		8 Develop plans for trails as well as research and apply for grants		
		9 Purchase commercial property at 5336 Rosemead Blvd		
		10 Develop plans for commercial property at 5336 Rosemead Blvd		
		11 Meet with TCUSD to develop joint use agreement to use open space amenities on all campuses - discuss schedule of proposed school improvements per TCUSD Facility Master Plan as discussed in Chapter 7, section 7.1.2		
		12 Meet with private schools/churches to discuss possible use of property for park and open space development		
		13 Contact Water Companies to discuss use of well site properties for development of parks and open space and develop joint use agreement		
		14 Meet with Southern California Edison (SCE) to discuss possibilities of using easement on West side of city for Parks and open space – also may need to discuss incorporation of property from Los Angeles County		
		15 Contact owner of property at southwest corner of Live Oak Avenue and McCullough Avenue to discuss purchase of property for park and open space development		
		16 Check on status of Post Office possible closure		
		17 Discuss with Los Angeles County possible incorporation of property at 6499 Rosemead Blvd		
		18 Incorporate Parklets into the Las Tunas Avenue improvements plans		

EXHIBIT D

(provided on following page)

DESIGN PROFESSIONAL SERVICES AGREEMENT

FOR LANDSCAPE ARCHITECTURAL SERVICES

By and Between

**THE CITY OF TEMPLE CITY,
a municipal corporation**

and

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN
THE CITY OF TEMPLE CITY, CALIFORNIA
AND**

This Agreement for Design Professional Services ("Agreement") is entered into as of this ____ day of _____, 20__ by and between the City of Temple City, a municipal corporation ("City") and _____, a _____ ("Design Professional"). City and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for proposals the performance of the landscape architectural services defined and described particularly in Section 2 of this Agreement.

B. Design Professional, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Design Professional was selected by the City on the basis of Design Professional's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the City of Temple City's Municipal Code, City has authority to enter into this Design Professional Services Agreement and the City Manager has authority to execute this Agreement.

E. The Parties desire to formalize the selection of Design Professional for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for 1 year commencing on mm/dd/yyyy date and ending mm/dd/yyyy.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Design Professional agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Design Professional to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Design Professional the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ dollars (\$_____), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement..

(b) Each month Design Professional shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Design Professional contracts. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Design Professional to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Design Professional for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Design Professional which are disputed by City, City will use its best efforts to cause Design

Professional to be paid within forty-five (45) days of receipt of Design Professional's correct and undisputed invoice.

(d) Payment to Design Professional for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Design Professional.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Design Professional's work under this Agreement, either during performance or when completed. City shall reject or finally accept Design Professional's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Design Professional's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Design Professional's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Design Professional. Upon completion, expiration or termination of this Agreement, Design Professional shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement, Design Professional's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

(a) Design Professional shall maintain any and all documents and records demonstrating or relating to Design Professional's performance of the Services. Design Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Design Professional pursuant to this Agreement. Any and all such documents or

records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Design Professional's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Design Professional is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Design Professional shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the Services under this Agreement on behalf of Design Professional shall at all times be under Design Professional's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Design Professional or any of Design Professional's officers, employees, or agents except as set forth in this Agreement. Design Professional shall not at any time or in any manner represent that Design Professional or any of Design Professional's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Design Professional, nor any of Design Professional's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Design Professional expressly waives any claim Design Professional may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Design Professional represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Design Professional shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Design Professional shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Design Professional under this Agreement, and shall use such skill,

prudence, and diligence as other members of Design Professional's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Design Professionals work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Design Professional shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Design Professional shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Design Professional to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

It is the understanding of City and Design Professional that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Design Professional shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Design Professional hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Design Professional so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Design Professional hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Design Professional covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner

with the interests of City or which would in any way hinder Design Professional's performance of the Services. Design Professional further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Design Professional agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Design Professional is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Design Professional is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Design Professional will, perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Design Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Design Professional. Design Professional shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Design Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Design Professional gives City notice of such court order or subpoena.

(c) If Design Professional, or any officer, employee, agent or subcontractor of Design Professional, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Design Professional for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Design Professional's conduct.

(d) Design Professional shall promptly notify City should Design Professional, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review

any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Design Professional shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, its officers, agents, employees or sub-Design Professionals (or any entity or individual that Design Professional shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and Design Professionals, and Design Professional, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

(b) Indemnification from Sub-Consultants. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant / contract or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Design Professional fails to obtain such indemnity obligations from others as required here, Design Professional agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

(c) City's Negligence. The provisions of this section do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Design Professional agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Design Professional agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Design Professional are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Design Professional shall make every reasonable effort to maintain the stability and continuity of Design Professional's staff and subcontractors, if any, assigned to perform the Services. Design Professional shall notify City of any changes in Design Professional's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Design Professional. In the event such notice is given, Design Professional shall cease immediately all work in progress.

(b) Design Professional may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Design Professional or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Design Professional, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Design Professional or City, all property belonging exclusively to City which is in Design Professional's possession shall be returned to City. Design Professional shall furnish to City a final invoice for work performed and expenses incurred by Design Professional, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Design Professional is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Design Professional for any work performed after the date of default. Instead, the City may give notice to Design

Professional of the default and the reasons for the default. The notice shall include the timeframe in which Design Professional may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Design Professional is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Design Professional does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Design Professional's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Design Professional shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Design Professional. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Design Professional in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:

City of Temple City
Attn: City Manager
9701 Las Tunas Dr.
Temple City, CA 91780

To Design Professional:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Design Professional represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Design Professional to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Temple City Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Design Professional and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Temple City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Design Professional shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Design Professional and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF TEMPLE CITY

City Manager

ATTEST:

Peggy Kuo
City Clerk

APPROVED AS TO FORM

Eric S. Vail
City Attorney

By: _____

Its: _____

By: _____

Its: _____

**NOTE: DESIGN PROFESSIONAL’S SIGNATURES SHALL BE DULY
NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE
INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF
INCORPORATION, OR OTHER RULES OR REGULATIONS
APPLICABLE TO DESIGN PROFESSIONAL’S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	_____
☐	CORPORATE OFFICER	_____
	_____	TITLE OR TYPE OF DOCUMENT
	TITLE(S)	
☐	PARTNER(S)	☐ LIMITED
		☐ GENERAL
☐	ATTORNEY-IN-FACT	_____
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	_____
☐	OTHER _____	DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, ____ before me, _____, personally appeared _____,

☐ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Design Professional will perform the following Services:

- A.
- B.
- C.
- D.

II. As part of the Services, Design Professional will prepare and deliver the following tangible work products to the City:

- A.
- B.
- C.
- D.

III. During performance of the Services, Design Professional will keep the City appraised of the status of performance by delivering the following status reports:

- A.
- B.
- C.
- D.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

- A.
- B.
- C.

D.

V. Design Professional will utilize the following personnel to accomplish the Services:

A.

B.

C.

D.

VI. Design Professional will utilize the following subcontractors to accomplish the Services:

A.

B.

C.

D.

EXHIBIT "B"
COMPENSATION

I. Design Professional shall use the following rates of pay in the performance of the Services:

- | | |
|-------------|---------------------|
| A. _____ | _____ |
| _____ [job] | _____ [hourly rate] |
| | |
| B. _____ | _____ |
| _____ [job] | _____ [hourly rate] |
| | |
| C. _____ | _____ |
| _____ [job] | _____ [hourly rate] |
| | |
| D. _____ | _____ |
| _____ [job] | _____ [hourly rate] |
| | |
| E. _____ | _____ |
| _____ [job] | _____ [hourly rate] |

II. Design Professional may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$_____ per hour without written authorization from the City Manager or his designee.

IV. The total compensation for the Services shall not exceed \$_____, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. Design Professional shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Design Professional, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Design Professional shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Design Professional shall maintain professional liability insurance appropriate to the Design Professional's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Design Professional's services or the termination of this Agreement. During this additional three (3) year period, Design Professional shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Design Professional shall maintain limits of professional liability insurance no less than \$1,000,000 per occurrence.

B. Other Provisions. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

C. Other Requirements. Design Professional agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Design Professional furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Design Professional shall furnish certificates and endorsements from each subcontractor identical to those Design Professional provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Design Professional shall procure a bond

guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Design Professional's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.