



Agenda Report

City Council

Date: July 12, 2022

To: Brian Saeki, City Manager

From: Virginia Santana, Director of Parks, Recreation and Community Services

Subject: Parks Master Plan - Notice Inviting Bids

RECOMMENDATION

Approve the specifications for the Parks Master Plan and authorize the City Clerk to advertise for professional service bids.

BACKGROUND

On July 30, 2020, City Council developed its Strategic Planning Goals and supporting objectives. The Strategic Goals include: Provide for Public Safety, Ensure Long-Term Financial Sustainability, Maintain & Enhance Quality of Life, Transparent & Open Government, and Promote a Strong Local Economic Base.

The supporting objectives were scheduled according to fiscal year, such that the Strategic Goals constitute a workplan for September 2020 through June 30, 2024.

DISCUSSION

One of the objectives identified by City Council under the Strategic Goal of maintaining and enhancing quality of life is a Parks Master Plan.

To establish a comprehensive Master Plan of the City's Parks and facilities, a Request for Proposals (RFP) has been prepared. The successful consultant will provide services to the City that will result in a comprehensive plan that assesses the current conditions of the City's 23 parks, facilities and open space and determine current and projected community needs to guide future Capital Improvement Projects, recreational programs, and maintenance needs. The Master Plan is intended to develop, redevelop, and maintain quality parks that support equity of access by users, connectivity, and create a positive place for all residents in the City.

In California communities, recent costs for a complete Parks Master Plan have ranged from \$150,000 to \$280,000.

FISCAL IMPACT

No fiscal impact associated with this report.

STRATEGIC PLANNING GOAL

- Maintain & Enhance Quality of Life

Agenda Item No. 12.I.

ATTACHMENTS

- A. Parks Master Plan Request for Proposal



**REQUEST FOR PROPOSALS
FOR PREPARATION OF CITY OF WHITTIER
PARK MASTER PLAN
JULY 2022**

The City of Whittier is soliciting Proposals from a qualified professional firm or consultant to develop a comprehensive Whittier Park Master Plan that culminates in the development of a clear roadmap for the City to establish goals and priorities for the next twenty (20) years. The Master Plan will be used by the City to determine how to best meet the future park and open space needs of its citizens through development, redevelopment, expansion, and enhancement of the City's parks system, open spaces, trails, recreational facilities, and programs. The entire process, from data gathering to development of the Master Plan shall be based on identifying the values of the community and provide a clear vision for the City's parks and open space.

This Request for Proposal (RFP) is published on _____ Interested consultants shall register as RFP holders on _____ City of Whittier

All inquiries regarding this request must be submitted to _____

Proposals shall be submitted electronically by _____, **2022 at 5:00 PM.**

Please address the Proposals to:

City of Whittier
Attn: City Clerk
13230 Penn Street
Whittier, CA 90602

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APPENDIX

1. A

I. PURPOSE

The City of Whittier is seeking a qualified professional firm or consultant to develop a comprehensive Whittier Parks Master Plan that culminates in the development of a clear roadmap for the City to establish goals and priorities for the next twenty (20) years. The Master Plan will be used by the City to determine how to best meet the future park and open space needs of its citizens through development, redevelopment, expansion, and enhancement of the City's parks system, open spaces, trails, recreational facilities, and programs. The entire process, from data gathering to development of the Master Plan shall be based on identifying the values of the community and provide a clear vision for the City's parks and open space.

II. BACKGROUND

The City of Whittier includes approximately 14.7 square miles of land consisting of various uses. With a vibrant yet intimate core, a wide range of large and small businesses, prime residential neighborhoods, quality schools, and sought-after services and amenities, the City is continuously looking to improve its facilities and infrastructure for its residents, providing them with a high-caliber lifestyle. This effort includes improving the City's parks to meet the current needs of residents as well as ensuring that the parks will meet the City's future demands. The City currently does not have a Park Master Plan. In order to properly plan for a parks system that adequately serves its current and future population, the City is looking to develop a Park Master Plan and begin executing the plan in the immediate future.

The City's population of 88,000 is increasing and demographics are shifting. Such changes require certain parks to be upgraded or improved in order to meet the recreational demands of the parks' visitors as well as ensuring that the parks' deficiencies are addressed so that visitors have a pleasant experience, whether it is for active or passive recreational use. Whittier's Parks, Recreation and Community Services Department is responsible for the development, operation, and maintenance of parks and associated recreational programs.

III. SCOPE OF WORK

The Consultant will provide services to the City that will result in a comprehensive Parks Master Plan that assesses current conditions of the City's parks and open space and determine current and projected community needs to guide future capital improvement projects, recreational programs, and maintenance needs. The following describes specific components which should be included in the Scope of Work. Consultant is expected to provide suggestions other than those listed in the Scope of Work which they believe would be of value to producing a Master Plan that reflects the unique nature of the City of Whittier. Suggestions which require Consultant to provide a service that may cause a cost increase are to be shown as "Additional Services".

In summary, the Master Plan should:

1. Acquire, develop, redevelop, and maintain quality parks and trails that support equity of access by users, connectivity, and create a positive sense of place for all residents in the City;
2. Improve the overall existing condition of parks and community facilities that will encourage greater positive use by residents in the City; and

3. Update community facilities both indoor and outdoor to maximize their use and appreciation by the community for people of all ages; to enhance the value of sports and fitness, quality of life, arts and social places for the community to gather; and celebrate healthy living in Whittier.

A. Research and Analysis of Existing Conditions

Evaluate existing conditions for the parks listed below, their relevant amenities, connectivity issues, recreational programs, and current and prospective users of the parks.

1) Parks, Open Space, and Facilities Inventory and Evaluation

Identify and evaluate the following parks on their overall conditions based on acceptable local, state, and federal standards. As part of this task, Consultant shall identify undeveloped land, not necessarily owned by the City, which may have potential for recreational purposes.

No.	Park	Address	Acreage
1	Anaconda Park	14575 Anaconda Street	2.5
2	Broadway Park	12816 Broadway Avenue	3
3	Central Park	6532 Friends Avenue	2
4	Dog Park	12206 Philadelphia Street	1.05
5	Dorland Park	10525 Whittier Blvd.	3.06
6	Founders Park	6031 Citrus Avenue	6
7	Joe Miller Field	7630 Washington Avenue	2.27
8	Guirado Park	5760 Pioneer Blvd.	3.5
9	Greenway Trail	Mills Ave. to Pioneer Blvd.	4.5 miles
10	Hoover Fountain	10839 Beverly Blvd.	1
11	J.G. Whittier Park	7227 Whittier Avenue	2.5
12	Kennedy Park	8530 Painter Avenue	2
13	Laurel Park	8825 Jacmar Avenue	1
14	Lee & Erika Owens Park	7930 Greenleaf Avenue	1.84
15	Leffingwell Ranch Park	10537 Santa Gertrudes Avenue	2
16	Michigan Park	8228 Michigan Avenue	10
17	Murphy Ranch Park	16200 Las Cumbres Drive	48
18	Palm Park	5703 Palm Avenue	12
19	Parnell Park	15390 Lambert Road	11.5
20	Penn Park	13950 Penn Street	8
21	Skate Park	7630 Washington Ave.	7,500 sq. ft.
22	Whittier Depot Transit Park	7333 Greenleaf Avenue	1.2
23	York Field	9110 Santa Fe Springs Road	10

Expected Outcome/Product:

Produce a report and GIS database that discuss and captures information about the geographic location and physical characteristics and conditions of the parks. The report and GIS database should:

- Identify each park's classification;
- Define appropriate service areas and level of service for each park classification;
- Compare the City's existing level of service and projected level of service at each of the parks with national standards and with levels of service in comparable regional cities.

2) Amenities

Identify existing park amenities and evaluate their overall conditions. Evaluation of present conditions should include, but is not limited to, the following amenities:

- Seating
- Restrooms
- Picnic tables
- Bicycle racks
- Safety lighting
- Stadium lighting
- Drinking fountains
- Playground equipment
- Signage/Way-finding signage
- Tennis courts
- Trash receptacles and recycle bins
- Parking lots
- Looped walking trails within parks
- Indoor and outdoor sporting facilities (e.g., baseball, basketball courts; soccer fields; gymnasiums, football, volleyball, skate park; etc.)
- Storage facilities
- Outdoor fitness equipment
- Community Park facilities
- Shade structures and shade providing trees

Expected Outcome/Product:

Develop a matrix that ranks the existing condition of each amenity at the parks based on each amenity's current use. Consultant is to also measure or rank each appropriate amenity's level of accessibility by visitors. Evaluation of restroom, storage buildings, and community park facilities shall only consist of a general condition evaluation.

3) Connectivity and Accessibility Inventory

Develop an inventory on the walkability to parks from adjacent neighborhoods as well as walkability within parks; bicycling to parks; and an assessment of accessibility for visitors. This includes, but is not limited to, identifying the following:

- Accessibility to and from parking lots and within parks for different ability groups.
- Surrounding pedestrian and bike infrastructure leading to parks.
- Average safe route distances leading to/from residences and/or nearby schools.
- The number of park entrances and entrance locations.
- Connectivity to public transportation.

Expected Outcome/Product:

Develop a map in Adobe Acrobat portable document (.pdf) and GIS formats that shows where connectivity exists, and where connectivity is lacking. Map must be high resolution, in color, and in black and white version. The walkability analysis shall include a half-mile radius of a neighborhood park and a one-mile radius of a community park.

4) Recreation Programs Inventory

Provide an inventory and evaluation of existing recreational programs provided by the City of Whittier and by other area providers that utilize parks and associated sporting facilities listed in section A.1.

Expected Outcome/Product:

Recreation program report with tables, breaking programs down by age, and type of activity.

5) Existing and Prospective Park User Profile

Compile demographic information such as age group, household income, and household size for existing and future users.

Expected Outcome/Product:

Conduct a survey and/or demographic analysis using the 2020 U.S. Census data and other resources to develop a profile of existing and future park users. Such demographic factors will determine future programming, leading to parks' upgrades that will meet the recreational needs of the current and future demographic of the City.

B. Community Outreach

In order to properly assess the City's parks and programs as they relate to the community's current and future needs, public outreach and input will be a vital component to the development of the Parks Master Plan. From input to implementation, community feedback and engagement is critical to the development and execution of the Parks Master Plan. Community involvement is paramount not only to obtain technical feedback (e.g., opinion on design, future park locations, etc.) but to also become familiarized with residents' personal experiences. This section of the comprehensive Parks Master Plan report should outline methodologies used to include the community and its park users in the development of the Parks Master Plan.

1) Public Engagement Strategy

Provide a strategy for public engagement as a means to obtain input from residents and include them in the decision-making process, ensuring that the Park Master Plan's findings and recommendations are true to the community's needs. Consultant shall work with City staff to develop parameters and provide guidance for the City to follow in efforts to conduct a series of community and focus group meetings as well as other forms of outreach. As such, the strategy must include, but is not limited to, the following components:

- Three (3) community meetings serving as forums that encourage a free flow of ideas and recommendations from attendees.
- Three (3) focus group meetings consisting of no more than ten (10) key constituents and stakeholders.

Consultant may recommend additional community outreach tools and methods to be priced separately (see section F.2 for more information).

Expected Outcome/Product:

A Community Involvement Plan outlining consultant's outreach strategy must be included in

the Master Plan. Once Consultant executes its Community Involvement Plan, Consultant is to provide any agendas, handouts, graphics, maps, and PowerPoint presentations that may be used for meetings.

With use of park user profiles (from section A.5) and findings from public engagement/input, determine residents' and patrons' current use of the parks now and how residents and patrons will use parks over the next twenty (20) years. Prepare a summary report on how each park will contribute to the current and future needs of the park users served based on findings.

2) Public Information

Develop strategies to relay the status of the Park Master Plan's development to the general public, utilizing, at a minimum, the following media outlets:

- Social media websites
- City website

Expected Outcome/Product:

Consultant to provide written material to the City for all online platforms to continuously update social media sites and the City's website through the finalization of the Parks Master Plan. City will manage all online platforms, which includes displaying written content provided by consultant.

C. Park Needs Assessment

Once community outreach and public input is completed, identify parks that are:

- adequately served now;
- expected to adequately serve the projected population;
- overserved; and
- not expected to serve the needs of the current and projected population (i.e., functionally obsolete).

Expected Outcome/Product:

A map in Adobe Acrobat portable document (.pdf) and GIS formats to visually represent the items listed above. Maps must be high resolution, in color, and in black and white version.

D. Recommendations and Analysis

Consultant shall prepare recommendations for each park and prioritize each recommendation based on the inventory, demographic projections, and community needs assessments and analyses. Such recommendations must, at a minimum, include those listed below.

1) Parks and Facilities

- Identify ranking order of priority for existing deficiencies at each park/site, with greater importance placed on items relating to safety and/or accessibility.
- Determine if park facilities' current layout serve their intended purposes or if they need to be updated or changed to meet current use.
- Develop goals, objectives, policies, and standards for each park that will cater to the

identified needs of the community.

- Recommend a priority schedule for the development of parks and open space, if appropriate, prioritizing areas of the city that are lacking such parks/spaces.
- Determine usage patterns and maintenance needs of the park to meet future demands consistent with the program vision, policies, and priorities.
- Develop a plan for gyms and outdoor game fields to meet the needs of youth and adults in the City.
- Recommend industry standard maintenance practices and policies that should be in place for each identified facility, for proper maintenance and upkeep to preserve the expected useful life of each park.

2) Amenities

Provide recommendations for amenities that will increase use of the park and visibility of users within the park to improve public safety. This should include amenities such as: Play equipment stations through parks that are specifically targeted toward different age and ability groups, and adjacent comfortable seating areas for accessibility challenged care-givers and guardians.

- Lighting for parks to increase safety of park users and deter vandalism.
- Art elements to provide inspiration and beauty, giving parks a unique identity.
- Adding natural resource education related to native plants, and wildlife and how they are important to our region at applicable parks.
- Recreational facilities (e.g., play courts, gyms, etc.) and exercise equipment targeted specifically toward improving physical fitness for a wide range of age and ability groups.
- A series of looped walking trails of variable lengths with distance markers for users who want to keep track of their pace and progress related to their individual fitness goals and provide equipment recommendations for each amenity that is to be replaced or added to parks.
- Identify opportunities for turf placement to create/maximize green space in all designated parks.

3) Connectivity and Accessibility

- Based on the connectivity inventory from section A.3, identify accessibility obstacles (e.g., physical barriers such as railroads, fences, disconnected sidewalks, natural barriers, etc.) to users of alternative modes of transportation (i.e., non-motorized vehicles).
- Propose any applicable park enhancements that will facilitate bicyclists' access to parks.

4) Recreation Programs

Examine and incorporate community input and needs assessment, partnership options, and the financial requirements for the development of enhanced or new recreational programs serving each of the parks.

5) Development of New Parks and Open Space

Identify undeveloped land, not necessarily owned by the City, that may potentially provide green space for active and passive use. Develop a map and database to capture information about the geographic location and physical characteristics of the potential parkland inventory.

This may include, but is not limited to, the following:

- Utility easements
- Vacant parcels
- Underutilized parking lots

6) Compliance with General Plan and California Environmental Quality Act (CEQA)

Consultant will be required to ensure that the Parks Master Plan complies with the City's General Plan. Consultant shall be required to complete all CEQA-related requirements for necessary environmental review and clearance prior to the final review by the City.

E. Funding, Operations, and Maintenance Feasibility

- 1) Conduct a feasibility study and provide cost estimates, taking into account anticipated inflation over the next twenty (20) years for recommendations at each of the selected parks listed in section A.1. In addition, the analysis must include the following:
- 2) **Fiscal Capacity of Parks**
 - Develop budgets for the creation of new park development, maintenance of existing parks, and operating programs.
 - Identify resources needed to operate and maintain future parks and recreation programs based on past funding, operating, and maintenance trends.
 - Based on the park user profile and community needs assessment, identify funding resources that would be required to meet park and recreation needs. Project costs for the next twenty (20) years.
- 3) **Alternative Funding**
 - Determine best alternative funding sources for the City such as assessment districts; recommend options to address any funding gaps; and identify best funding practices in other cities that can be explored by the City of Whittier.

F. Additional Services (each item to be priced separately)

The following is a list of additional services the City may consider in addition to the general Scope of Work described above.

1) Maintenance and Operations

Assess relevant maintenance and operations of the selected parks as listed in section A.1.

This evaluation should include, but is not limited, to the following:

- A determination of the remaining useful life of each building component (both exterior and interior) and approximate replacement costs. Consultant shall provide a preventive maintenance schedule and associated costs estimates (labor and materials) to extend the useful life of assets.
- Identification of deteriorating infrastructure condition due to age/poor performance and appropriate resolutions.
- Development of standard operating procedures/checklists to maintain a Mode II maintenance level established by the National Recreation and Parks Association.
- Maintenance recommendations that take into account the following park elements:

- Restrooms
- Shelters
- Tree care
- Looped walking trails
- Shelters
- Irrigation systems
- Hard surfaces
- Lighting
- Fencing
- Play courts
- Playgrounds
- Drinking Fountains
- Roads within the park
- Parking lot

Expected Outcome/Product:

Complete maintenance and operations report that includes a matrix listing recommended improvements/changes to maximize maintenance operation and secure compliance; identified equipment/infrastructure replacement; and suggested completion timeframes and projected costs over a short-term and long-term range. All recommendations within this maintenance component should be ranked in order of priority, based on safety compliance as highest ranking.

2) Additional Recommended Community Outreach Tools & Methods

In addition to the four (4) community meetings and two (2) focus group meetings, Consultant may recommend additional outreach tools and methods to obtain public input such as:

- Social media websites such as Facebook, Twitter, and Instagram
- Development of a dedicated City webpage
- City-approved residential mail and telephone surveys
- E-Blasts to reach the project database

Consultant shall propose fees for each outreach tool, methods, and any other outreach activity suggested.

3) Public-Private Park System Management

- Describe best practices for park system management.
- Identify entities that should be created or included that can contribute to the City's implementation of the Master Plan's goals (e.g., conservancies, foundations, public schools, community groups, etc.).

G. Final Comprehensive Plan

Consultant shall finalize a draft Parks Master Plan document and present the draft document once to each of the following for further review and edits:

- Parks and Recreation Commission
- Planning Commission
- City Council

The Master Plan will include the aforementioned evaluations, analyses, findings, and

recommendations, of all elements necessary to develop and meet improvements and activities starting at year one (1) to year twenty (20). Based on the recommended revisions, Consultant will provide a final Parks Master Plan including display material for future facilities. An Executive Summary should be included that outlines the process taken to create the report as well as summarizing the research and findings. A prioritized list of goals should be included here.

H. Deliverables

The Consultant shall prepare and submit the draft and final Parks Master Plan document in the following manner:

1. Ten (10) copies of the Draft Parks Master Plan for review and edit by the Parks and Recreation Commission and other departments and entities determined by the City.
2. A minimum of ten (10) copies of the Final Parks and Open Space Master Plan adopted by City Council, Parks and Recreation Commission, and other departments and entities determined by the City.
3. All materials to be provided in a Microsoft Office format as well as Adobe Acrobat portable document format (.pdf) with integrated graphics.
4. All maps to be provided as Adobe Acrobat portable document format (.pdf) with integrated graphics as well as in the native GIS format (if applicable).
5. All project documents, including meeting notices, meeting minutes, etc. shall be provided in Adobe Acrobat portable document format (.pdf) and made part of the Draft and Final Parks Master Plan
6. All documents shall be compiled so that they can be printed in color and black and white.

IV. PROPOSAL REQUIREMENTS

A. Proposal Schedule

Proposals are due on or before _____ at 5:00 p.m. PT.

Proposer shall hand deliver or mail one (1) paper copy.

- Paper copies must be provided in sealed envelope(s) to:

City of Whittier
 Attn: CITY CLERKS OFFICE (Parks Master Plan)
 13230 Penn Street, Whittier, CA 90602

- Sealed proposals must bear the Proposer's name and address and clearly marked **“SEALED PROPOSAL FOR PARKS MASTER PLAN SERVICES DUE AT 5:00 p.m. PT ON _____ 2022.”**

Late proposals will not be considered.

Proposals not received by this date and time shall not be considered and shall be returned unopened. All inquiries regarding this request must be **submitted to pks@cityofwhittier.org** and will be accepted until the deadline as specified on the Request for Proposal (RFP) Schedule. City will post responses to questions by the deadline as specified on the RFP Schedule.

B. Specifications for Proposal

In order to be considered as a qualifying proposal, the following information is required:

- Describe in detail your organization's experience and work history in leading and managing major master planning efforts relevant to the Scope of Work presented in this Request for Proposal. Describe your organization's approach and suggested methodologies for each of the components outlined in the Scope of Work. The consultant will be required to provide all necessary project management to oversee and coordinate this planning effort to conclusion in a timely manner.
- Identify the team leader who will provide lead management of the Parks Master Planning effort, as well as, team members and other firms or consultants that you will be retaining along with their qualifications.
- Describe the form and character of the final product or report to be developed. Include your suggestions for incorporation of multi-media and/or computer or web-based communications, products or processes.
- Prepare a general work plan and schedule depicting time/hours to be expended, staff and tasks in order to demonstrate ability to complete the Scope of Work in a realistic time frame.
- Provide a detailed statement explaining any additional information, resource or work element, not listed in this Request, that, in the consultant's opinion, would provide a better work product if that inclusion of the recommended addition will enhance the Master Plan and create a more valuable tool for the City's future planning needs, if any.
- Proposed schedule which allows for timely completion of the Master Plan, which is to be completed within four (4) months from the date of Notice to Proceed.
- Include a list of two (2) examples of respondent's experience specifically related to the Scope of Work, as performed for other public agencies within the last five (5) years. Examples shall be listed with the most recent one first along with a brief description of work performed and the awarding and completion dates noted for each. For each listing, include the names(s) and telephone number(s) of the respondent's project manager and the client's project manager. When listing prime and subcontractors, provide examples in the same manner described herein.

C. Proposal Format

Proposals must include the information requested and comply with the requirements outlined in this Request for Proposals. Proposals should, at minimum, address the preliminary Scope of Work and be formatted to include the following sections.

1. SCOPE: Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:
 - An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders, (iii) and any other project management or implementation strategies or techniques that the

respondent intends to employ in carrying out the work.

- Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the “Scope of Work” section.
- Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- Detailed description of Scope of Work performed in-house, followed by list of sub-consultants to perform work.

2. Project Understanding and Approach

- Understanding of the project.
- Approach to the project including steps to ensure ultimate compliance with objectives of the work, quality, and accuracy.

3. Key Personnel

- Qualification of personnel assigned to this project.
- Responsibilities of each member to be assigned.
- Amount of each individual's time to be allocated.
- Locations where the work will be performed.
- Identification of the primary representative and an alternate to perform the services described in the Scope of Work. Each shall be identified in the proposal. The consultant's representatives shall remain in responsible charge of all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative shall become the primary representative upon the City's approval.
- Identification of the project team, including organizational chart and resumes of each team member. Specific responsibilities of each team member, including sub consultants, along with their anticipated total effort in the project, shall be detailed in a matrix of total hours of work for each task versus each job classification on the project.

4. Project Management System

- Components of the project management system that demonstrate capability in management of projects of this scope. Include a sample monthly report.
- Procedure for monitoring progress and providing cost control.
- Steps to maintain the project on schedule.

5. Budget/Schedule

- Include a not-to-exceed fee for all work to be completed. The fee summary should also include a cost and man-hour breakdown consistent with the requirements of the preliminary Scope of Work.
- The City of Whittier reserves the right to award a contract for all or some of the tasks

specified in the preliminary Scope of Work and has therefore requested that all proposals include at minimum a breakdown of costs on a task-by-task basis, including a project schedule that accounts for all tasks. Consultant shall also provide its Schedule of Standard Hourly Fee Rates.

D. Required Information

Proposals must include the minimum information as outlined below.

1. Legal name of firm, address, and telephone number.
2. Firm's Tax Identification Number
3. Year firm was established as currently being operated.
4. Identification of the Project Manager assigned to this project.
5. Name, address, email address, and telephone number of the person to whom correspondence should be directed.
6. List of subconsultants, if any, who will be part of the project team including their specific areas of responsibility.
7. General description of the structure of your organization (i.e., whether an individual, partnership, corporation, joint venture, etc.).
8. List of contracts with the City of Whittier (if any) during the last five years.
9. General information concerning your firm's ability to perform work of this nature.
10. Firm's current rate schedule with effective dates.

Estimate of Consultant Fee

The proposal shall include a full description of all fees proposed by the Consultant for performing all the services to be provided as outlined in the Scope of Work. Compensation will be based on successful completion of the deliverables and the fee schedule must reflect costs to complete each component.

The estimated Consultant fee may not be a factor in the Agency's process of evaluating proposals and ranking the consulting firms. Selection of Consultant(s) shall be on the basis of demonstrated competence and qualifications to render the services at fair prices.

V. GENERAL REQUIREMENTS

A. Consultant Minimum Qualifications

1. The firm, and any subconsultants, must be legally qualified to practice the work requested in the State of California.
2. Previous professional work demonstrating capabilities and experience of the project team, and Project Manager on similar projects, must be documented and will be a heavily weighted factor in the selection process.
3. The Consultant's commitment of staff to the project will also be a heavily weighted factor in the selection process. Only staff who will, in fact, commit a substantial percentage of their time to the work should be set forth in any organization charts, resumes, or interviews. A Project Manager is to be designated by name and may not be changed without prior written approval by the City of Whittier. Significant deviations from proposed staff may result in a reduction of the Consultant's fee or termination of the contract. Additionally, the City of Whittier reserves the right to have the Consultant remove and replace the Project Manager or any project staff member or subconsultant from the project for cause.

B. Quality of Work

The Consultant agrees to deliver quality products and services that meet or exceed generally accepted industry standards (or best practices) and those, which have been expressly stated herein as requirements. Products, which fail to meet these standards, will not be accepted. The Consultant will be wholly responsible for correcting any deficiency at no additional cost to City. The Consultant's proposal shall include a detailed description of quality assurance procedures that are to be used on the project.

C. Insurance

- A. Consultant shall obtain, provide, and maintain at its own expense during the term of this project the types and amounts of insurance as described below:
 - I. Consultant shall maintain Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
 - II. Consultant shall maintain Business Auto Coverage on ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

- III. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses;
 - IV. Consultant shall maintain Professional Liability or Errors and Omissions Insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
- B. City, its officers, officials, employees, and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.
 - C. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
 - D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Director of Human Resources & Risk Management," City of Whittier, 13230 Penn Street, Whittier, California, 90602. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.
 - E. Consultant shall submit to City (I) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (II) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".
 - F. Consultant's insurance shall be primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost. City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant's and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

D. Indemnification

Consultant shall defend (with counsel acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the

performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, and agents or volunteers.

E. Exceptions/Modifications

No oral or telephonic modifications of any Proposal, once submitted, will be considered. However, later versions of a complete Proposal may be substituted for the original submission as long as the substitution is completed prior to the original deadline for submission of the Proposal.

- a. The Proposal submitted must not contain any erasures or other corrections.
- b. Any firm may withdraw its Proposal either personally, or by written request either by mail or facsimile at any time prior to the scheduled closing time for the receipt of the Proposal. If no written request is received prior to the closing time for the qualifications, the Proposal shall be considered valid.
- c. The successful firm shall be required to execute the agreement in substantially the same form as that attached hereto and incorporated herein. The successful firm(s) shall be bound by the terms and conditions of the attached standard Professional Services Agreement, including but not limited to, the indemnification provision.

F. Non-disclosure of Information

Any consultant hired to perform work under this project, shall take reasonable and prudent measures to safeguard all information used in the development of the work products and all draft and final work products including the information in this RFP. The consultant shall not disclose this information to any party or use the project data or information on any other project, without the express consent of the City of Whittier or as required by Federal law. The Consultant shall ensure that the same is required of any subconsultants working under the Consultant.

G. Payment

The consultant will be paid on a not-to-exceed basis based on the contract amount.

H. Schedule

The solicitation, submittal intake, evaluation, and final decision selection will substantially conform to the following schedule.

Distribution/Advertisement: July 18, 2022

Deadline for Questions: July 28, 3:00 p.m.

Deadline for Response to Questions: August 4, 2022, at 5:00 p.m.

Proposal Due Date: August 12, 2022, 5:00 p.m.

Interviews (if necessary): Week of August 29, 2022

City Council Approval: September 27, 2022

The Consultant is expected to complete all tasks within the Scope of Services within six (6) months from the date of Notice to Proceed, or as agreed to in the final Professional Services Agreement.

I. Miscellaneous

1. All plans, digital files, programs and files, and other documents prepared by the Consultant on behalf of the City of Whittier shall become the sole property of the City of Whittier.
2. Correspondence, reports, invoices, and other written documents shall be in Arial font, minimum 12 point.
3. Digital files in Microsoft Word shall be submitted with all reports. All maps must be in Adobe Acrobat portable document format (.pdf) and ArcGIS file formats (if ArcGIS software is used to develop such maps). Maps must be high resolution, in color, and in black and white version.

J. Contents and Order of the Proposal

The content shall not exceed forty (40) pages and sequence of the information contained in the proposal shall be as follows:

1. Cover Letter – maximum one (1) page (required but not scored).
2. Table of Contents – maximum one (1) page.
3. Firm management and organization, processes and resources, and supplemental information.

Note: Double sided pages count as two (2) pages. Tab pages without text will not count as a page.

VI. METHOD OF CONSULTANT SELECTION

The City intends, through this RFP process, at its sole discretion, to review and evaluate all proposals submitted.

The process to be used by the City in selecting the firm to perform the services as outlined in this RFP will be as follows:

- a) Interviews – The City may invite firms to a presentation and interview session.
- b) Ranking – The criterion outlined in the “Evaluation Process” of this RFP shall determine and identify those firms that are qualified to perform the services and shall rank such firms based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the Scope of Work.
- c) Review of Proposed Fee – The proposed fee shall be submitted as a separate file electronically.
- d) Contract Negotiations – Negotiations shall be undertaken with the firm ranked most qualified in an attempt to secure the services at a cost equivalent to the lowest cost offered to the city by the qualified firms. If the firm ranked is unwilling to provide the services at a cost equivalent to such lowest cost: 1) such firm may nevertheless be awarded a contract, provided the city manager or city council, as appropriate, determines that the proposed fee for providing services is reasonable and appropriate; or 2) negotiations with the most qualified firm may be terminated and the City may undertake similar negotiations with the other qualified firms in order of rank.
- e) The proposal signed by the successful firm along with documentation included in the proposal as required by this RFP and other additional materials submitted by the firm and accepted by the City shall be the basis for negotiation of a contract addressing the requirements of this RFP. The resulting contract will be approved by the City Council.

Evaluation Process

All proposals will be evaluated to determine which firm will be able to meet the needs of the City. Evaluation will be in accordance with the referenced criteria. Specific weighing may be used.

Criterion is not listed in order of relative importance.

1. *Project Understanding* – Comprehension of the Scope of Work included in the RFP, awareness of the City’s needs, identification of the work elements, sequence of operations, project objectives, completeness in responding to the RFP.
2. *Project Team* – Qualifications, technical backgrounds and experience of all key personnel to be assigned to this project.
3. *Experience* – Relevant experience and projects completed demonstrating the ability and capacity to perform the work identified in the RFP. Experience with government projects and familiarity with public contract bidding requirements are very desirable.

4. *Budget and Schedules* – Ability to deliver work based on the anticipated schedule for this project. Techniques used for controlling costs and attaining project objectives within time and budget constraints. Firm's record of success in delivering similar to that identified in this RFP, on schedule, within budget.
5. *Project Approach* – Originality and soundness of firm's approach to the project, including unique, innovative and cost saving work methods.
6. *Capabilities* – Staff and facilities available, location of offices, current workload, commitment of staff to the project and technology applications.
7. *Local Sensitivity* – Familiarity with local governmental and regulatory agencies and knowledge of the project site.
8. *Client References* – Past clients, repeat business, stature in the industry, awards earned, etc.
9. *Full Service* – Qualification, background and experience of subconsultants, contractors, etc. (if any) to be utilized. Ability to fully coordinate the activities of the firm with the subconsultants and contractors (if any).

VII. RIGHT TO REJECT ALL PROPOSALS

The City of reserves the right to reject any or all submitted proposals, and no representation is made that any contract will be awarded pursuant to the Request for Proposal. The City of also reserves the right to award a contract for all or some of the tasks specified in the preliminary Scope of Work and has therefore requested that all proposals include a breakdown of costs on a task-by-task basis at a minimum. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent. The City of will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation that may be incurred by the respondent. All proposals submitted to the City of Whittier shall become the property of the City of Whittier.

VIII. NEGOTIATION OF CONTRACT

After selection of a firm based on its proposal and qualifications an agreement will be negotiated for the extent of services to be rendered. The City's standard Professional Services Agreement for Consulting Services is attached, and the information provided by the selected firm's proposal will serve as the basis for negotiation. If agreement is not reached, negotiations will be terminated. Negotiations may then be undertaken with the Evaluation Committee's second choice or ceased altogether. If an agreement is reached with the Consultant, a contract for the work will be prepared in final form, executed by the Consultant, and returned to the City of for approval and execution.

IX. EQUAL EMPLOYMENT OPPORTUNITY

The City of is an equal opportunity employer and requires all consultants to comply with City policies and regulations concerning equal employment opportunity.

X. CONFLICT OF INTEREST

The Consultant may be required to complete conflict of interest forms.

XI. DISCLOSURE *(Non-compliance with this section could result in rejection of the proposal)*

Consultants shall disclose in their proposal whether they have been subject of any investigation by County, State, and/or Federal agencies within the past five years. If so, each responding consultant shall identify the agency and contact person, the nature of the investigation, and any determination over outcome of said investigation. Additionally, Consultant shall respond to the following questions:

- Has your company been subject to any newspaper favorably or unfavorably and if so, please include a copy of the article in the proposal; and
- Is there anything about your company which if disclosed would reflect negatively on the City in anyway?

XII. STANDARD PROFESSIONAL SERVICES AGREEMENT (CONT.)

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is made and entered into as of [Insert month and date] ____, [Insert Year] by and between the **City of**, a municipal corporation ("City") and _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

R E C I T A L S

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to [insert brief description of work] as set forth in the Scope of Services attached hereto as **Exhibit A**; and

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Company's Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.

2. Term of Agreement. This Agreement shall commence on [Insert month and date], [Insert year] (the "Commencement Date") and shall remain and continue in effect until tasks described in **Exhibit A** are completed, but in no event later than [Insert Date], unless sooner terminated pursuant to the provisions of this Agreement.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Consultant shall submit proper monthly invoices in the form and manner specified by City. Each invoice shall include a monthly breakdown of all monthly services performed together with the hours spent on each service. Consultant shall maintain appropriate and necessary documentation supporting the monthly invoices detailing the type of service provided. It shall be available for review by the City at all reasonable times upon request.

B. Total payment to Consultant pursuant to this Agreement shall not exceed _____.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are

above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses. Consultant shall only be reimbursed for those expenses which: (I) appear on Consultant's monthly invoices;

(II) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (III) receipts documenting such expenses.

4. General Terms and Conditions. The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City of Whittier
13230 Penn Street
Whittier, CA 90602
Attn: Brian Saeki, City Manager

Company

[Insert Selected Consulting
Firm] Attn: [Insert Contact
Name]

6. Exhibits. All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A – Scope of Services and Compensation Schedule
Exhibit B – General Terms and Conditions

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY OF WHITTIER

By: _____
BRIAN SAEKI, City Manager

_____ Date

CONSULTANT

[Insert Consultant Name]

By: _____
[Insert Consultant Name]

_____ Date

ATTEST:

By: _____
RIGOBERTO GARCIA, JR., City Clerk

_____ Date

APPROVED AS TO FORM:

By: _____
RICHARD JONES, City Attorney

_____ Date

EXHIBIT A
SCOPE OF
WORK

The Consultant will provide services to the City that will result in a comprehensive Parks Master Plan that assesses current conditions of the City's parks and open space and determine current and projected community needs to guide future capital improvement projects, recreational programs, and maintenance needs. The following describes specific components which should be included in the Scope of Work. Consultant is expected to provide suggestions other than those listed in the Scope of Work which they believe would be of value to producing a Master Plan that reflects the unique nature of the City of Whittier. Suggestions which require Consultant to provide a service that may cause a cost increase are to be shown as "Additional Services".

In summary, the Master Plan should:

1. Acquire, develop, redevelop, and maintain quality parks and trails that support equity of access by users, connectivity, and create a positive sense of place for all residents in the City;
2. Improve the overall existing condition of parks and community facilities that will encourage greater positive use by residents in the City; and
3. Update community facilities both indoor and outdoor to maximize their use and appreciation by the community for people of all ages; to enhance the value of sports and fitness, quality of life, arts and social places for the community to gather; and celebrate healthy living in Whittier.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City of Whittier or otherwise act on behalf of as an agent. Neither the City of Whittier nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City of Whittier.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interests asserted against City by reason of the independent Consultant relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent status of Consultant and the audit in any way fails to sustain the validity of a wholly independent Consultant relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

D. Consultant represents to the City, and City relies on Consultant's representations, that Consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of Consultant or any of Consultant's employees, except as otherwise set forth in the Agreement. Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Consultant's agents or employees, including the Affordable Care Act coverage requirements. Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to Consultant's agents and employees. Consultant warrants and represents that the City will not be responsible and will not be held liable for issues related to Consultant's status as an independent contractor, including Consultant's failure to comply with Consultant's duties, obligations, and responsibilities under the Affordable Care Act. Consultant further agrees to defend,

indemnify, and hold the City harmless

for any and all taxes, claims, and penalties against the City related to Consultant's obligations under the Affordable Care Act.

2. Standard of Performance

Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. No additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A**.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractor, sub consultant or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, sub consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way serve as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnities as set forth herein shall survive the termination of this Agreement and is in addition to any rights which

City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required

under this Agreement or any additional insured endorsements which may extend to City.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(I) Consultant shall maintain Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(II) Consultant shall maintain Business Auto Coverage on ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(III) Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses;

(IV) Consultant shall maintain Professional Liability or Errors and Omissions Insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notices shall be submitted to CITY via certified mail, return receipt requested, addressed to "Director of Human Resources & Risk Management," City of, 2535 Way, California, 90040. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (I) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (II) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost. City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant's and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Release of Information/Confidentiality.

A. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within

the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena. Consultant's covenant under this section shall survive the termination of this Agreement.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants 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 person or party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response

6. Ownership of Work Product.

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further

covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant's covenants under this section shall survive the termination of this Agreement.

8. Termination. Notwithstanding any other provision, this Agreement may be duly terminated at any time by the City at its sole discretion with or without cause by serving upon the consultant at least ten (10) days prior written notice ("Notice of Termination"). Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Unless expressly agreed upon in writing by the City, the City shall not be obligated to pay for any services rendered nor any costs or expenses paid or incurred after the date of termination. The effective date of termination shall be upon the date specified in the written Notice of Termination. Consultant agrees that in the event of such termination, Consultant must refund the City its prorated share, except for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written Notice of Termination, Consultant shall discontinue performing services, preserve the product of the services and upon payment for services, turn over to City the product of the services in accordance with written instructions of City.

In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City.

9. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City

relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without the prior written consent of City, and any attempt by Consultant to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Performance Evaluation. For any Agreement in effect for twelve months or longer, the City Manager may require a written annual administrative performance evaluation within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

13. Compliance with Laws. Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times comply with such laws, ordinances, codes and regulations. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

14. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

15. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event

shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

16. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Consultant.

17. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant regular business hours or by facsimile before or during Consultant regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

18. Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. However, the Parties may agree to submit any dispute to non-binding arbitration.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

20. Severability. If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the Mayor and attested by the City Clerk.

22. Authority. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.