

CITY OF LA PALMA

**Community Services Department
7821 Walker Street
La Palma, California 90623-1771**

CITY COUNCIL

**Gerard Goedhart, Mayor
Marshall Goodman, Mayor Pro Tem
Michele Steggell, Council Member
Peter L. Kim, Council Member**

CITY MANAGER

Laurie A. Murray

COMMUNITY SERVICES DIRECTOR

Michael S. Belknap



REQUEST FOR PROPOSALS

For

Median Island Landscape Evaluation / Design Concepts

December 2017

REQUEST FOR PROPOSALS

FOR

MEDIAN ISLAND LANDSCAPE EVALUATION / DESIGN CONCEPTS

SUMMARY:

The City of La Palma is requesting proposals from qualified landscape and architectural design firms to provide conceptual landscape median plans encompassing water conservation and drought tolerant landscaping materials. In addition, after successful selection and approval of the conceptual plan, initiate and complete construction documents; plans specifications and estimates for the Median Island Landscape Evaluation/Design Concepts.

KEY DATES:

Proposals DUE: **Thursday, January 11, 2018 at 5:00 PM**

Award of Contract: February/March 2018

Location: City of La Palma
Community Services Department
7821 Walker Street
La Palma, CA 90623
(714) 690-3310

Contact: Douglas Benash, PE, QSD, City Engineer
Community Services Department
7821 Walker Street
La Palma, CA 90623
(714) 690-3310
(626) 203-2849 cell
cityengineer@cityoflapalma.org
dbenash@hotmail.com

Consultant services are needed to assist the City with the design and planning services to prepare construction drawings, specifications and estimate for each median project. The City reserves the right to award all, some or none of the projects to the selected consultant.

INTRODUCTION:

The City of La Palma is requesting proposals from qualified landscape and architectural design firms to provide conceptual landscape median plans encompassing water conservation and drought tolerant landscaping materials. In addition, after successful selection and approval of the conceptual plan, initiate and complete construction documents; plans, specifications and estimates for the Median Island Landscape Evaluation / Design Concepts.

It is the intent of this RFP to develop one (1) approved landscape design concept for the all the median islands and "Green Street" parkways. Landscape and engineering design and preliminary cost estimates will be an integral component during the evaluation and selection of the design concepts.

BACKGROUND:

As part of the City's 2017-18 Capital Improvement Program, the City will be redesigning street medians on La Palma Avenue, Moody Street, Walker Street, Orangethorpe Avenue, and Valley View Street. To economize, the City has determined to retain the services of a consulting firm to first complete design plans and then construction plans, specifications and estimates for all five (5) street medians projects. The City anticipates bidding the projects separately. Therefore, the selected firm will prepare five (5) separate design plans, specifications and cost estimates under this contract.

SCOPE OF WORK: CONCEPTUAL DESIGN PHASE

The City requests a proposal for the preparation of conceptual drawings/design concepts and cost estimate for the City's Median Islands, Landscape Evaluation / Design Concepts project. The Scope of Work is as follows:

TASK 1: RECORD RESEARCH, BASE MAP

1. Utilizing aerial photographs and landscaping surveys to prepare base maps for each existing median islands on:
 - La Palma Avenue
 - Moody Street
 - Walker Street
 - Orangethorpe Avenue
 - Valley View Street
2. Inventory/measure the length, width, total area and number of islands on each street segment. Include inventory of City Monument Signs, lighting, and mature trees. Utilizing an arborist with an arborist report for each tree, identify how high the mature tree root ball/grass interface is above the top of curb. The consultant shall evaluate and provide a feasibility report for the proposed landscape improvements/changes.

TASK 2: CONCEPTUAL PLANS

1. A total of three (3) design concepts shall be developed for all the median islands and presented which will highlight the characteristics of La Palma, provide drought tolerant/resistant landscaping, provide recommendations for the retention/removal of existing large/mature trees, provide preliminary irrigation recommendations and water usage reductions to cover all street segments, include preliminary cost estimates for each design concept.
2. The consultant shall attend at least five (5) meetings with a minimum duration 1.5 hours each. The meetings area as follows:
 1. Kick-off with City Staff
 2. Design Meeting with City Council – Obtain City Council direction
 3. 60% Conceptual Design review with City Staff
 4. 100% Conceptual Design review with City Staff
 5. City Council Presentation
3. After selection/approval of Conceptual Design, Initiate Design Phase.

SCOPE OF WORK: DESIGN PHASE

The following scope of services is intended as a guide only; additional services may be required which are not listed below, but need to be completed. The project team and identified staff as indicated in the consultant RFP shall not be substituted without the written authorization of the City for the duration of the project.

TASK 3: PROJECT MANAGEMENT / ADMINISTRATION / MEETINGS

Consultant will be required to attend a pre-design meeting with City representatives to review the Project in detail, determine requirements and procedures for the design, participate in an ongoing review and project coordination. In consultation with City representatives, the Consultant will determine relevant issues specific to the Project, design standards, and funding limits. Progress meetings will be held monthly, with City staff. Consultant shall prepare agendas and meeting minutes with an action item matrix and distribute to the City and other attendees, as required.

1. Attend a pre-design (kick-off) meeting with City representatives to review the Project in detail for determining the Cities' specific requirements concerning street crown, pavement lifespan, preferred median island treatments, and cost limitations.
2. Maintain continuous communication with the City of La Palma Project Manager, including meetings to review the initial concept plan and project status at 30%, 65%, 95%, and 100% completion.
3. Provide agendas of special items for discussion, and minutes listing actions.

4. Provide a detailed project schedule with updates on a monthly basis.
5. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.
6. Proactively initiate communications efforts between the design team and City of La Palma to address key issues timely.
7. Coordinate the Project and approvals with the City of La Palma.
8. Provide support for City of La Palma at Committee and/or City Council presentations, including Power Point presentations, concept plans and drawings of presentation quality, and to answer questions from the public, committee, or council members.
9. Extended public outreach assistance, including preparing and conducting two public outreach presentations and one Public Hearing.

Deliverables:

- Meeting Schedules.
- Meeting Agendas and Minutes.
- Public Outreach Materials
- Public Outreach concept plans and drawings
- Detailed Project Schedules
- PowerPoint Presentations to City Council and City Representatives

TASK 4: AGENCY AND UTILITY COORDINATION

1. Coordinate with the affected utility companies within the project limits as well as adjacent Agencies as necessary.
2. Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans, and notify of the need to install planned facilities in the areas of the project.
3. Coordinate with utility companies to implement upgrades of their facilities, as needed.
4. Review utility information to determine the impact of the project on the various utilities, including making contact with each affected utility company to determine profiles of high hazard/high pressure facilities that may interfere with proposed construction.
5. Review utilities that may be affected by or affect the direction of the project.
6. Lead efforts to identify ownership of unknown utility lines.
7. Submit 65%, 95% and 100% plans to the utility companies for review and comment, including notification of date of planned construction start.
8. Maintain a utility contact matrix documenting contacts, issues, etc. with utility companies.

9. The Consultant shall be responsible for determining any utility upgrades or installations that will be required to service the existing and proposed improvements and to coordinate the installation of all required upgrades with each affected utility company.

Deliverables:

- Meeting Agendas and Minutes.
- Copies of utility notification letters.
- Utility Matrix documenting contacts, issues, etc. with utility companies.

TASK 5: RECORDS RESEARCH AND FIELD REVIEWS

Consultant shall research and review base data documents including as-built improvement plans, record traffic data, utility information, utility connection points, and other available record data. Consultant shall perform preliminary field reconnaissance and catalog photographs of existing conditions. The project limits shall be fully inspected in the field by the Consultant with respect to the preparation of plans. Consultant is encouraged to be proactive in field review efforts in order to minimize conflicts and change orders during construction.

Services required include but are not limited to the following:

1. Research and review base data documents including as-built improvement plans, utility information, existing pavement section information, and other available record data.
2. Perform preliminary field reconnaissance, catalog photographs of existing conditions. Further, provide thorough field reviews and identify special conditions that might create conflicts or change orders during construction.
3. Conduct a Design Review field meeting with City staff at 65% and 95% design completion to evaluate design recommendations against existing conditions.

Deliverables:

- Field Condition Assessment Memo
- Photo Log

TASK 6: PRELIMINARY ENGINEERING

6.01 Design Survey

Consultant shall conduct a thorough field review of all locations within the Project limits.

1. Perform research at the County of Orange and the City of La Palma.
2. Set target survey control points. Establish horizontal and vertical coordinates on all control points.

3. Obtain existing elevations utilizing electronic field data collection methods at 50-foot or other acceptable intervals to establish accurate profiles of median islands only. Elevations shall be provided for street segments with new raised median islands.
4. Obtain topographic feature locations for a complete and accurate representation of existing conditions of the median islands.
5. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all walks and drives, location of all trees and landscaping which may be affected by the improvements.
6. The field survey for the project shall identify all existing features, walls, objects, and obstructions, including existing curb and gutter, cross gutters, medians, planters, meters, signs, vaults, manholes, pull boxes, survey monuments, driveways, overhead utilities, signing and striping, drainage courses, etc., within the project vicinity.
7. Perform field measurements to record locations of existing features and controls to be installed.

Deliverables:

- Electronic copy of aerial/field survey.

6.02 NPDES Program Compliance

The Project shall comply with National Pollution Discharge Elimination System (NPDES) program requirements. The Consultant shall be responsible for the preparation and approval of any required technical documents such as the NOI, SWPPP, BMP design, etc. The project must comply with the City's Green Streets Policy.

Deliverables:

- Three complete sets of all draft and final NPDES Technical and Design Documents in MS Excel/Word and PDF file formats.

TASK 7: PREPARE CONSTRUCTION PLANS

Plans, specifications, and estimates shall be provided at levels of completion of approximately 30%, 65%, 95%, and 100% (mylars). The City of La Palma will provide review comments at each the 30%, 65% and 95% design stage. It is expected that 100% plans will be complete and include comments and input from all stakeholders.

Plans shall conform to the City of La Palma standard plans and shall be prepared utilizing AutoCAD software. Copies of AutoCAD files shall accompany each level of plan submittal. All plans shall be signed by a registered civil or traffic engineer, as appropriate.

All work identified herein shall be approved by Professional Engineers and Certified Landscape Architects.

Project plans shall include, but are not limited, to the following:

1. Title, typical section, and construction detail sheets.
2. Civil design plans. Plans are to include removals, existing and proposed improvements, utility base mapping, median improvements, etc. Where necessary, the plans shall define limits of repairs to adjacent pavement, curb, gutter, median nose removals, etc. The plans shall be at a horizontal scale of 1"=40'.
3. Signing and striping plans at a horizontal scale of 1"=40'. Signing and striping plans will be prepared and meet criteria established in the California supplement MUTCD, latest edition. The signing and striping plans shall include replacement of existing traffic loops.
4. Consultant shall prepare electrical, irrigation and landscaping plans as necessary for the construction of the proposed raised median island improvements.
5. Consultant to show all manhole covers, water valve covers, and all other utility covers with the project limits.

Other requirements for the design include but are not limited to the following:

- A set of mylars shall be prepared by the Consultant and submitted to the City for final approval and signature.
- Plans shall be prepared on AutoCAD latest version under the supervision of a California Registered Civil Engineer. Plans shall be 24" by 36" in size, and shall have a cover sheet. Plans to show all existing improvements within the right of way lines.
- Plans should show stationing to be tied to the City's roadway network. Submit 30%, 65% and 95% completion plans for Cities' review and comments. Revised plans based on City comments.
- Submit 100% plans (mylars), project specifications, and estimates, including electronic files, in City approved format.
- Record plans for this project may not be complete. Consultant must not rely on record drawings to prepare the plans. Consultant shall take all the necessary field measurements to prepare the plans accurately. All dimensions and distances or angles shown on the plans, must have been field measured and verified.

Deliverables:

- Three (3) sets of plan submittals at 30%, 65% and 95% completion milestones.
- One full-size mylar of 100% drawings.
- Electronic files of final plans in AutoCAD format.

TASK 8: COST ESTIMATES

Prepare detailed quantity calculations and final construction cost estimates in accordance with City requirements. Utilize current City of La Palma and other agency cost data and compare to established project budget.

Deliverables:

- Cost estimate at 30%, 65%, 95% and 100% completion milestones.
- Electronic files of 100% cost estimates in MS Excel and PDF file formats.

TASK 9: SPECIFICATIONS

Prepare Technical and Special Provisions per City of La Palma requirements for bidding by the City. The City of La Palma will provide standard boilerplate specifications. Special Provisions shall be prepared by Consultant in compliance with the applicable provisions of the latest edition of the "Greenbook".

Deliverables:

- Special Provisions at the 95% and 100% completion milestones.
- Electronic files of 100% specifications in MS Word and PDF file formats.

TASK 10: PROJECT ADVERTISEMENT SERVICES

Consultant shall provide support during bidding. Work includes but is not limited to the following:

1. Respond to Requests for Information (RFIs) during the project advertisement period and log questions and responses.
2. Prepare project addenda at the direction of the City (assume three).

Deliverables:

- Tabulated Response to RFIs
- Addendums, as necessary (assume three).

TASK 11: CONSTRUCTION SUPPORT SERVICES

1. Attend the pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.
2. Provide response to contractor's requests for information (RFI) about the plans and specifications forwarded to the Consultant by the City. This task includes conferring with the City's Project Manager regarding the RFI as appropriate. Regularly scheduled construction observation is specifically excluded from this scope of work. It is assumed that ten RFI's will be responded to.
3. Review and approve shop drawings or other contractor submittals.

TASK 12: PREPARE RECORD DRAWINGS (AS-BUILTS)

Within 60 days following the completion and acceptance of the project, furnish City a complete set of revised original tracings showing as-built conditions. Revisions will be solely based on as-built information provided by the City's Project Manager and the Contractor. Consultant assumes no responsibility for the accuracy of the information provided by the City's Construction Manager and the Contractor.

Deliverables:

- Furnish a complete set of revised original record drawings on mylar, including electronic CAD files.

ESTIMATED SCHEDULE:

City issues Request for Proposals (RFP):	December 7, 2017
Deadline for Submission of Proposals:	January 11, 2018
Finalize Selection of Consultant:	Jan/Feb 2018
Notice of Award:	Feb/March 2018
Kick-off Meeting with City Council/Staff:	March 2018
60% Conceptual Design review with City Staff:	April 2018
100% Conceptual Design review with City Staff:	May 2018
Project Advertisement:	May 2018
Construction Bid Open:	June 2018
Award of Contract by City Council:	July 2018
Anticipated Start of Construction:	August 2018

REQUIREMENTS FOR THE PROPOSAL:

The Proposal will include, but need not be limited to the following information in the following order and format:

1. Cover letter

The cover letter should present the Consultant's understanding of the project, the key issues and tasks and the Consultant's ability to address them; include the name, address, email, and phone number of person(s) to contact regarding this proposal.

2. Relevant Experience

Provide the name and background information for each member of the firm who will do the actual work and staff who will work with the City on a regular basis. If sub-consultants are proposed, do the same for each sub-consultant.

Provide qualifications, including education and experience, of the proposed staff and other key personnel who will be assigned for the project from start to finish, including any sub-consultants. Expertise applicable to the work specified should be emphasized.

Provide at least five (5) references, within the past three (3) years, from public agency clients for whom comparable service have been performed. Include the name of the agency, project description, mailing address, and contact name and telephone number.

Also indicate the type of project, description of Consultant activities and, if the project came in, over or under budget. Provide an explanation if the project was over budget.

Consultant must demonstrate clear understanding of the Proposition 218 process and capability to prepare all required documentation.

3. Conflict of Interest

Provide the names of entities associated with the proposer who may have a conflict of interest with any activity of this project. Provide details and reasons. Proposers are subject to disqualification on the basis of conflict of interest as determined by the City.

4. Project Organization and Timeline

The proposal shall include a work plan which includes major activities and a schedule for the project, deliverables and milestone dates. Describe how each task as outlined in the Scope of Work will be addressed including data requirements and interaction with City staff.

A detailed proposed Scope of Services to be provided and identification of potential delaying factors.

5. Costs (2 Phases)

Include a not-to-exceed, total amount for the proposed scope of work in a separate, closed envelope, labeled accordingly. Separate the costs for each task and item under the Scope of Work for the project.

Conceptual Design Phase (Task 1-2)

Separate each task costs and provide a total.

Design Phase (Tasks 3-12)

Separate each task costs for Each Street and provide total. The streets are:

- La Palma Avenue
- Moody Street
- Walker Street
- Orangethorpe Avenue
- Valley View Street

The City reserves the right to select all, some or one of the streets to be completed as part of the Design Phase depending on the submitted proposal costs.

6. Contract

The selected firm will be required to enter into a Contract Services Agreement with the City (see attached). All proposals must include a statement that the company has reviewed the Agreement and finds the terms acceptable. If your company has concerns with the Contract Services Agreement, please note the specific concerns in your proposal.

7. Other Information that may be relevant to the project's design.

SUBMITAL OF PROPOSAL:

Interested firms shall submit five (5) copies of their proposal to the City of La Palma by **5:00 P.M., Thursday, January 11, 2018**

Proposals shall be directed to:

City of La Palma – Community Services Department
Attn: Joseph Cisneros
7821 Walker Street, La Palma, CA 90623
(714) 690-3358 Office
josephc@cityoflapalma.org

Inquires may be directed to the Community Services Department by phone or email.

All submitted packages shall be tilted/labeled:

MEDIAN ISLAND LANDSCAPE EVALUATION / DESIGN CONCEPT

Please submit one (1) original, four (4) copies and one (1) electronic version on a flash drive or cd, of the completed proposal to the City of La Palma, Community Services Department by 5:00 PM on Thursday, January 11, 2018.
Faxes will not be accepted.

All proposals, as well as any modifications, received by the City of La Palma after the hour and date specified above, will not be accepted. All proposals will become the property of the City of La Palma and will not be returned.

The proposal shall be signed by an officer or officers authorized to execute legal documents on behalf of the Proposer and shall contain a statement to the effect that the proposal is a firm offer for a 60-day period.

SELECTION CRITERIA:

The City’s Community Services Department will select a firm to perform the services based on the following criteria:

- | | |
|---|-----------|
| 1. Qualification of the firm and key personnel
<i>(qualifications, experience, staffing)</i> | 20 points |
| 2. Qualification of sub-consultants
<i>(qualifications, experience, staffing)</i> | 15 points |
| 3. Recent experience in similar projects
<i>(qualifications, experience)</i> | 15 points |
| 4. Project understanding and approach <i>(work plan/schedule)</i> | 20 points |
| 5. Ability to meet schedules and cost <i>(work plan/schedule)</i> | 10 points |

6. Quality Control program (<i>work plan/schedule</i>)	10 points
7. Office/staff proximity	5 points
8. Quality of Proposal	5 points
TOTAL	100 points

The anticipated selection process is as follows:

1. SOQ/RFP submission deadline.
2. Short list firms based on SOQ/RFP submittal.
3. Interview the two top ranked Consultants (if deemed necessary by the City).
4. Select top ranked Consultant.
5. Negotiate final scope of services.
6. Award contract.
7. Perform services.

GENERAL INFORMATION:

The City reserves the right to request additional information from any and all Consultants. The City reserves the right to reject any and all proposals or a specific item or items of a proposal. The selected firm shall provide insurance policies in accordance with the requirements of the City's Contract Services Agreement.

All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of the proposal prior to the award of a written a contract will be borne by the proposing firm. All proposals submitted to the City in response to this Request for Proposal shall become property of the City. After selection of the Contract, all applicants will be notified of the City's decision.

PROPOSED AGREEMENT:

A sample Professional Service Agreement is attached for your review. Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved, in writing, by the City Engineer prior to the commencement of actual change or work. No fee adjustment shall be allowed unless it is based on said prior written approval.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR the CONSULTANT SERVICES (hereinafter, the "Agreement"), entered into as of _____, by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the "City"), and _____, (hereinafter, the "Consultant"). The Consultant and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

RECITALS

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Consultant Services").

B. By virtue of the Consultant's expertise, experience and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, in accordance with the terms and conditions set forth herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions and promises contained herein, the City and the Consultant mutually agree as follows:

SECTION ONE: RETENTION AND DUTIES OF CONSULTANT

1.1 The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Scope of Work attached hereto as Exhibit "A".

1.2 The Consultant shall perform all services set forth in the Scope of Work in a competent and professional manner, and shall complete all such work, and each component thereof, within the time periods set forth in the Scope of Work.

1.3 In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the Community Services Director of the City. Tasks or services other than those specifically described in the Scope of Work shall not be performed without the prior written approval of the Community Services Director. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work, the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant.

1.4 The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the City.

1.5 All data, studies, drawings, plans, maps, reports and other documents shall, upon payment in full for the Consultant Services, be furnished to and become the property of the City, without restriction or limitation upon their use.

1.6 The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

[PROJECT MANAGER]

Notwithstanding the foregoing, the parties acknowledge that persons other than the above-designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the Community Services Director.

1.7 The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement. In the event of termination, all finished or unfinished data, studies, maps, reports and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

SECTION TWO: COMPENSATION TO CONSULTANT

2.1 The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" in an amount not to exceed \$_____.

2.2 The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months after the completion or termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months of the completion or termination, of this Agreement.

SECTION THREE: LEGAL RESPONSIBILITIES

3.1 The Consultant shall keep fully informed of all Federal and State laws and regional, county and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City.

3.2 The Consultant is retained as an independent contractor only, for the sole purpose of rendering those professional services set forth in Exhibit "A" hereto or otherwise requested by the City, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, marital status or national origin.

3.4 All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the City. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City.

3.5 The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (1) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of City's compensation to the Consultant for any unsatisfactory work performed; (4) terminating this Agreement.

3.6 The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. The Consultant shall indemnify, defend and hold the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7 Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay. If the Consultant is the delaying Party, the City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section.

3.8 The parties mutually acknowledge that the CITY has retained CONSULTANT to perform the tasks and services set forth in this Agreement based upon the special skills, expertise and experience of CONSULTANT. Accordingly, in performing the tasks and services under this Agreement, CONSULTANT shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that CONSULTANT retains sub-consultants or subcontractors to perform any portion of any of the tasks or services under this Agreement, CONSULTANT has a duty to the CITY to ensure that the tasks and services performed by such sub-consultants and subcontractors meet the same highly specialized professional level, skill and expertise expected of CONSULTANT.

3.8.1 Except as set forth in subdivision 3.8.2, CONSULTANT shall indemnify, defend (with legal counsel acceptable to the CITY) and hold harmless the CITY, its officials, officers and employees ("CITY Personnel") from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses penalties, obligations, expenses or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of CONSULTANT'S performance of any tasks or services for or on behalf of the CITY, whether or not there is concurrent active or passive negligence on the part of the CITY and/or any CITY Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of CITY or any CITY Personnel.

3.8.2 The provisions of this subdivision 3.8.2 apply only in the event that CONSULTANT is a “design professional” within the meaning of the California Civic Code Section 2782.8(b). If CONSULTANT is a “design professional” within the meaning of Section 2782.8(b), then notwithstanding subdivision 3.8.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), CONSULTANT shall defend (with legal counsel reasonably acceptable to the CITY), indemnify and hold harmless the CITY and CITY Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONSULTANT, any sub-consultant, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of CONSULTANT’s performance of any task or service for or on behalf of the CITY under this Agreement. Such obligations to defend, hold harmless and indemnify the CITY or any CITY Personnel, shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of the CITY or such CITY Personnel. To the extent CONSULTANT has a duty to indemnify the CITY or any CITY Personnel under this subdivision (b), CONSULTANT shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONSULTANT’S negligence, recklessness or willful misconduct.

3.9 The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any subcontractor to commence services under its subcontract until all such insurance has been obtained by the subcontractor. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Workers Compensation Insurance to cover its employees as required by law; and the Consultant shall require all subcontractors to provide such compensation insurance for all of the latter's employees. Each such policy of worker compensation insurance shall carry the following endorsements:

(a) "The insurer waives all rights of subrogation against THE CITY OF LA PALMA, its officers, officials, agents, employees and representatives."

(b) "This insurance policy shall not be canceled, limited or nonrenewed by the insurer until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation or reduction of coverage."

3.9.2 Comprehensive General Liability Insurance for bodily injury, death and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors and assigns while performing work or services under this Agreement, in a minimum Combined Single Limit of \$1,000,000.

3.9.3 Comprehensive Automobile Liability Insurance, including owned, non-owned and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death and property damage.

Each such policy of insurance provided for in Paragraph 3.9.2 and 3.9.3 shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.4 Professional Liability Insurance to protect the City from the Consultant's negligent acts, errors and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000.

At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2 or 3.9.3, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.10 The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

3.11 Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

3.12 In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

SECTION FOUR: MISCELLANEOUS

4.1 Notices: All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

If to the City: CITY OF LA PALMA
7821 Walker Street
La Palma, CA 90623
Attn: Michael S. Belknap
Community Services Director

If to the Consultant: [COMPANY NAME]
[COMPANY ADDRESS]

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

4.2 Integration: This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered or amended except in writing signed by both the City and the Consultant.

4.3 Construction: This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto.

4.4 Successors and Assigns: Subject to the provisions of Paragraphs 1.4 and 3.10 hereinabove, this Agreement, and all of the covenants, terms and conditions hereof, shall be binding upon, and inure to the

benefit of, the City, the Consultant, and their respective successors and assigns.

4.5 Authority of Signatories: The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF LA PALMA

By _____
Gerard Goedhart, Mayor

ATTEST:

Kimberly Kenney
Deputy City Clerk

[COMPANY NAME]

By _____

[Title]

By _____

[Title]