



REQUEST FOR PROPOSALS (RFP)

**MONROVIA COMMUNITY CENTER RENOVATION PROJECT
(PROJECT LOCATION: 119 WEST PALM AVENUE)
PROFESSIONAL DESIGN SERVICES**

RFP ISSUANCE DATE

Thursday, August 31, 2023

RFP RESPONSE DUE DATE

5:00 pm Thursday, October 12, 2023

DIRECT QUESTIONS

Tina Cherry, Community Services Director

E-mail: tcherry@ci.monrovia.ca.us

Phone: (626) 256-8226



Request for Proposals
MONROVIA COMMUNITY CENTER RENOVATION PROJECT – PROFESSIONAL DESIGN SERVICES

INTRODUCTION

The City of Monrovia desires to find the right Architect / Engineering team with the experience and design creativity to plan for the renovation of the Monrovia Community Center at 119 W. Palm Avenue, Monrovia, CA 91016. The City is requesting proposals from qualified firms or consultants (Consultant) to provide site planning, civil engineering, preparation of plans and specifications, and construction cost estimates for the renovation project. The City has estimated full project cost to be \$20 million.

The scope of work shall include renovation of the existing 20,000 square foot building to address needed repairs and to update the facility to meet current building codes and community needs. It is anticipated that the building exterior footprint will remain intact while the interior floor plan and spaces will be completely renovated. A more detailed list of the project scope can be found on page 6 under “Project Description”.

Responses must conform to the requirements of this Request for Proposals (RFP). The City reserves the right to waive any irregularities, informalities or error in any proposal or in the RFP process or to reject any proposal which does not comply with this RFP. Modifications to the RFP, including but limited to the scope of work, can only be made by written addendum issued by the City. Ultimate selection of the successful Consultant will be made only by the City on criteria determined by the City.

The successful Consultant will be required to enter into the City’s form Professional Services Agreement (Sample Included in Attachment A). By submitting a proposal, the Consultant is agreeing to all the terms of the RFP and the Professional Services Agreement. The City reserves the right to enter into negotiations with the successful Consultant to consider requested exceptions or changes to the Agreement or the RFP.

Deadline to submit proposals is Thursday, October 12 at 5:00 p.m. at City Hall, 415 South Ivy Avenue, Monrovia, CA 91016. Proposals will be received and stamped by the City Clerk.

Primary Contact for the project will be Tina Cherry, Community Services Director.

City of Monrovia
Monrovia Community Center
119 West Palm Avenue
Monrovia, CA 91016
tcherry@ci.monrovia.ca.us
Phone No.: 626-256-8226



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CITY BACKGROUND

All the warmth of Southern California and the advantages of a gorgeous natural environment unite to create a place that is at once beautiful, historic, cultural, economically diverse and inviting. Located 20 miles northeast of Los Angeles at the base of the San Gabriel Mountains, Monrovia is part of the San Gabriel Valley, just eight miles east of the City of Pasadena in Los Angeles County.

This growing city of nearly 40,000 residents distinguishes itself from other communities with its dynamic small-town charm and collection of high-tech industry. A world of amenities is available here: everything from world-class cultural facilities, to glorious recreational outlets, to top-rated education and healthcare is available right at residents' fingertips.

Monrovia is ideally positioned to continue its trend for controlled growth. The city's vibrant economy fosters enhanced job creation while a commitment to revitalization and development ensures that Monrovia maintains its attractive neighborhoods. Visitors are encouraged to experience all that Monrovia has to offer: a welcoming community, the brilliant California backdrop and the promise for a prosperous future.

Monrovia is a general-law city operating under the Council-Manager form of government. The five-member City Council appoints the City Manager, who is responsible for the strategic direction and day-to-day operations of the overall City organization. The City Manager leads a full-time staff of 240 employees and a part-time staff of 150 employees while administering a Fiscal Year 2023/2024 Budget of over \$150 million. Monrovia is a full-service municipality that coordinates its operations through seven departments, including the City Manager's Office, Administrative Services Department, Community Services Department, Community Development Department, Police Department, Public Works Department, and Fire Department. Unique among California cities its size, Monrovia also operates its own water system and library operation.

The City organization has recently been engaged in an exciting initiative of renewal, and the evolving culture of the Monrovia organization has been described as entrepreneurial, collaborative, team-based, visionary, service-minded, and committed to civic engagement. The City exists to serve the people of Monrovia to create a community that offers a premier quality of life.



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COMMUNITY SERVICES BACKGROUND

The Community Services Department has three operating divisions (Administration, Library Services, and Recreation) with a total of twenty-two (22) full time employees and an estimated sixty (60) part time employees, depending on the season. The Department has an annual budget of approximately \$4.3M divided between 30+ programs and projects.

The Monrovia Community Services Department aims to be thoughtful in our program and service selection as well as exceptional in our execution of the programs and services. To accomplish this, we listen to the community to understand the needs of our residents and businesses and then determine how best we can fill that need. We recognize that at times resources can be limited and we do not want to duplicate the effort of another service provider in town. We seek partnerships to further leverage limited resources and look for ways to collaborate with the subject area experts in town to ensure we are delivering the very best. We see ourselves as the community connectors; finding ways to link residents to needed services. We find ways to support those service providers in the community rather than being everything to everyone.

We do however, believe there are a couple services areas that are unique and make our role in the community very special - we create community and we provide essential social services for Monrovia. We bring people together. We create the space for our residents and businesses to be proud of our town. We create lifelong memories for youth and their families. We provide programs for seniors to connect with others and enjoy much needed fellowship. We offer programs for youth struggling to find their path in life. We offer service for Veterans. We host program to help adults better themselves for the job market. We create community through people, parks, and programs!



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PROJECT DESCRIPTION / SCOPE OF WORK

For the past seven years, the City and the community have been contemplating the Monrovia Community Center Renovation Project (“Project”). Through this process, there has been significant community outreach and stakeholder involvement.

To date, staff have completed the following research and outreach:

- ❖ Hosted several town hall meetings
- ❖ Conducted an on-line survey
- ❖ Visited neighboring community centers
- ❖ Conducted a program needs assessment
- ❖ Conducted a parking assessment
- ❖ Updated the current facility As-Builts
- ❖ Completed significant design charrettes along with an architect and staff to develop space planning options

Through these efforts, the City has a good handle on what may be needed, and desired by all stakeholders. The City is looking for the right consultant to join the planning team to finalize the concepts and prepare construction documents.

The Monrovia Community Center is an active hub for the community and is the only public community center in the City; therefore, it must meet the needs of many groups and organizations. The nearly 100-year-old building has been modified a few times with the most recent renovation occurring in 1977. The facility is in need of significant improvements.

The facility is open and used seven (7) days a week for a variety of community programs and events. Some of the regular programs and services provided at the Center include:

- ❖ Senior Nutrition Program for over 100 seniors twice a week
- ❖ Contract Classes for youth and adults, such as fitness classes, dance lessons, music lessons and art classes
- ❖ Private room rentals for weddings, memorial services, birthdays, and fundraisers
- ❖ Active Passport Offices open three (3) days a week
- ❖ Therapeutic Recreation Program twice a week servicing over fifty (50) participants
- ❖ Case Management Services for vulnerable communities
- ❖ Satellite office space for the Volunteer Center of the San Gabriel Valley
- ❖ Cooling Center when needed
- ❖ Emergency Shelter and Information Center when needed

In addition to the routine programs, the facility will need to include adequate office space for twelve (12) full time staff, cubicles for six (6) part time staff, and several shared workstations to forty (40) part time staff.



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The scope of work shall include renovation of the existing building to address needed repairs and to update the facility to meet current building codes and community needs. It is anticipated the exterior building footprint will remain intact while the interior space will be completely renovated.

The planned renovations shall include, but not limited to, the following:

- ❖ A 4,000 SF multi-purpose banquet room
- ❖ Four 1,000 SF multipurpose meeting rooms
- ❖ A private and confidential room to process US Passports
- ❖ 500 SF office space for the Volunteer Center of the San Gabriel Valley
- ❖ An open and enhanced building entrance and lobby
- ❖ A high efficiency kitchen to support the senior nutrition program and facility rentals
- ❖ Renovate the existing restrooms
- ❖ Add a laundry room
- ❖ Add an office and meeting room for Case Management Services offered by the Foothill Unity Center
- ❖ Renovate the parking lot with enhance security lighting and EV charging stations
- ❖ Upgrade office space for 12 staff
- ❖ Ensure adequate ADA access throughout the facility
- ❖ Improve the building exterior façade
- ❖ Enhance the efficiency for all utilities
- ❖ Improve the circulation paths
- ❖ Provide more adequate storage for building equipment
- ❖ Modernization of audio / visual equipment



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TIMELINES

Request for Proposal Timeline

Activity	Date
Request for Information Deadline (Email Submittals Only to tcherry@ci.monrovia.ca.us)	5:00pm Thursday, September 28, 2023 <i>(Response to RFI's will be posted on the City webpage at 5:00pm on Thursday, October 5, 2023)</i>
Deadline to Submit Proposals	5:00pm October 12, 2023
Review of Submittals	Week of October 16, 2023
Interviews of Designated Finalists by Selection Committee	TBD the week of October 23, 2023
Consultant Awarded Contract by City Council	Anticipated Award Date November 21
Notice to Proceed	The Wednesday following City Council authorization.

Project Design Deliverable and Timeline

The selected Consultant is expected to initiate the process no later than 30 days following the award of contract and meet project completion no later than December 2024.

- Project Kick Off - No later than 30 days following award of contract
- Refine Concept Design through Community Based Planning and input from the Community Services Commission – **February 2024**
- Final Design Submittals
 - 60% Plans, Specifications, and Cost Estimates – April 2024
 - 90% Plans, Specifications, and Cost Estimates – June 2024
 - Final Plans, Specifications, and Cost Estimates – August 2024



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CONTENT OF PROPOSALS

A qualifying proposal must address all of the following points:

1. Cover Letter
 - a. The cover letter must be signed by the individual authorized to represent / negotiate on behalf of the responding firm.

2. Firm Qualifications / Project Team Overview
 - a. The overview of qualifications for the firm should include the type of organization, size, professional registration, and affiliations of the company.

 - b. Response should include the resume / background of the principal individual(s) from the firm who will be working on this initiative, including the project lead who will be responsible for the day-to-day management of the project.

 - c. The response should include the current professional licenses for each member of the proposed team.

3. Sub-consultants
 - a. Identify any sub-consultants your firm will utilize. Indicate why the particular sub-consultant has been selected to work on the project team. Indicate how the prime firm will ensure quality control and coordination of documents between the prime and the various sub-consultants.

4. References
 - a. Please provide five (5) references from recent similar projects, with information to ensure easy contact (including but not limited to name, address, email, and phone number of individual(s) to contact for referral).

5. Preliminary Project Schedule
 - a. Provide a detailed timeline including monthly updates, key milestones, and estimated project completion date.

6. Fee Proposal
 - a. It is expected that fees will be charged on a time and materials basis. The fee proposal should include a rate sheet for services to be provided, and a total “Not to Exceed” Fee for services.

 - b. If materials and reimbursable costs are to be charged separately, an itemized schedule of reimbursable costs and a “Not to Exceed” amount for such costs.



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7. Misc.
 - a. The City's standard contract template for design professionals is attached. Proposers must note any requested exceptions to the City's contract in the proposal. The City reserves the right to accept or reject any exceptions, in its sole discretion.
 - b. The Proposal should include such other relevant information that each respondent deems appropriate.



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SUBMITTAL GUIDELINES

Proposals must be received in the office of the City Clerk no later than 5:00 p.m. on Thursday, October 12, 2023.

Respondents are required to submit the following:

- ❖ Four (4) hard-copy proposals in response to the RFP.
- ❖ A copy of the proposal in an electronic format via Flash Drive.

All responses should be sent to the City by the submittal deadline with the following information located on the front of the sealed submittal envelope:

City of Monrovia
Office of the City Clerk
415 South Ivy Avenue
Monrovia, CA 91016
RE: Monrovia Community Center Renovation Project

If you have any questions or requests for information, please direct those inquiries to:

Tina Cherry
Community Services Director
City of Monrovia
415 South Ivy Avenue
Monrovia, CA 91016
E-mail: tcherry@ci.monrovia.ca.us
Phone: (626) 256-8226

It is important to note that the City reserves the right to reject any and all proposals. The City will not be liable for, nor pay for any costs incurred by responding firms relating to the preparation of the proposal. An explicit provision of this RFP is that any oral communication is not binding on the City's RFP proposal process or selection criteria.



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SELECTION OF FIRMS

RFP Assessment Process

All proposals will be evaluated by a City Selection Committee (Committee). The Committee may be comprised of City Staff, key stakeholders, City Consultant Engineers, and other parties that may have relevant experience and expertise.

The selection process will include an oral interview of firms at the City Selection Committee's discretion. Some proposers may not be invited to interview. The proposers will be notified of the time of the interview and any additional information that may be required. The interviews will be conducted in person.

As part of the assessment process, although cost will certainly be a factor, the City will place particular emphasis on the qualifications / experience of the individuals assigned to the project; directly relevant qualifications / experience of the firm; proposed approach to the project, and experience and knowledge of civic center development.

The following specific criteria will be used in the evaluation process:

1. Completeness of the Response
 - a. Responses that do not include the proposal content requirements identified within the RFP will receive no further consideration.
2. Qualifications and Experience
 - a. Experience and "fit" of the individuals assigned to the project.
 - b. Consultant's familiarity of community center development, and specifically renovation of older facilities.
 - c. Project team's experience working in public sector and knowledge of public sector procurement processes.
 - d. Demonstration of Cost Control and Budget Management
 - e. Experience meeting Grant Requirements
3. References
 - a. Provide five (5) references of similar work completed in the last five (5) years.
4. Presentation to Selection Committee
 - a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and possible solutions.



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TERMS AND CONDITIONS

The following terms and conditions apply to this RFP:

1. All responses shall become the property of the City.
2. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the City nor its representatives shall be responsible for any error or omission in the RFP.
3. The City reserves the right to select firms from the responses received; to waive any or all informalities and / or irregularities; to re-advertise with either an identical or revised scope, or to cancel any requirement in its entirety; or to reject any or all proposals received.
4. A response to this RFP does not constitute a formal bid, therefore, the City retains the right to contact any / all proposing firms after submittal in order to obtain supplemental information and / or clarification in either oral or written form. Furthermore, an explicit provision of this RFP is that any oral communication made is not binding on the City's proposal process.
5. The City will not be liable for, nor pay for any costs incurred by responding firms relating to the preparation of any proposal for this RFP.

Attachment A

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (“Agreement”) is dated [month] [day], [year] (“Effective Date”), and is between the City of Monrovia, a California municipal corporation (“City”) and [Consultant’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Consultant”).

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide site planning, civil engineering, preparation of plans and specifications, and construction cost estimates for the Monrovia Community Center Renovation Project.

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

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit A**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be:

[Name], [Title] (the “Consultant Representative”)
[E-mail Address]

The Consultant Representative shall directly manage Consultant’s services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services in conformance with the project timeline, attached hereto as **Exhibit C**.

Attachment A

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements applicable to this Agreement.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 31, 2024, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. Compensation.

If compensation is based on an hourly rate:

A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant a sum not to exceed [Written Amount] Dollars (\$[Numerical Amount]) (the "maximum compensation"), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit B**.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

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A. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. **Payment.** City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

C. **Audit of Records.** Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

5. Ownership of Documents. All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain City's property without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. Independent Contractor. 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 City. Neither City 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 officers, agents or employees are in any manner employees of City.

7. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision

Attachment A

under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees

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for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may 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 Subparagraph B. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provisions in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, Claim, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

Attachment A

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Four Million Dollars (\$4,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has not employees.

4) Professional Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant's employees, agents or

Attachment A

subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

Attachment A

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. **Records and Inspections.** Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of [Written Amount] ([Numerical Amount]) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five (5) calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

14. **Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

15. **Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three

Attachment A

business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Alice D. Atkins, City Clerk
City of Monrovia
415 South Ivy Avenue
Monrovia, California 91016

If to Consultant:

With a courtesy copy to:

Craig A. Steele, City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City’s prior written consent. City’s consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, “assignment” and “delegation” means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

Attachment A

19. Exhibits. Exhibits A, B and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both parties.

21. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

22. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

23. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

24. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Monrovia.

25. Attorneys’ Fees. In any litigation or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

26. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

Attachment A

[SIGNATURE PAGE FOLLOWS]

Attachment A

The parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Monrovia,
a California municipal corporation

Consultant:

[Consultant's Legal Name],
a [Legal Form of Entity]

By: _____

Name: Dylan Feik
Title: City Manager

By: _____

Name: [Name of Authorized Signer]
Title: [Title of Authorized Signer]
Email: [Email of Authorized Signer]

ATTEST:

By: _____

Name: Alice D. Atkins, MMC
Title: City Clerk

By: _____

Name: [Name of Authorized Signer]
Title: [Title of Authorized Signer]
Email: [Email of Authorized Signer]

APPROVED AS TO FORM:

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

By: _____

Name: Craig A. Steele
Title: City Attorney

Attachment A

**EXHIBIT A
SCOPE OF SERVICES**

Attachment A

**EXHIBIT B
APPROVED FEE SCHEDULE**

Attachment A

**EXHIBIT C
PROJECT TIMELINE**