



**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**WATER SPLASH PAD MAINTENANCE SERVICES**



**City of Stanton**

*Public Works & Engineering Department*

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | StantonCA.gov

Approved for Advertising:

**Cesar Rangel, P.E.**

*Public Works Director/City Engineer*

[CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov)

(714) 890-4203

**KEY RFP DATES (Subject to Change):**

Issue Date:	August 17, 2023
<b>Mandatory Site Meeting:</b>	<b>September 7, 2023 at 10:00 a.m.</b>
Deadline for Questions:	September 12, 2023 at 5:00 p.m.
Response to Questions:	September 14, 2023
Proposal Due Date:	September 21, 2023 at 4:30 p.m.
Presentation / Interviews:	TBD (as necessary)



# **TABLE OF CONTENTS**

<b>SECTION I. GENERAL DESCRIPTION AND INTRODUCTION.....</b>	<b>3</b>
<b>SECTION II. PROJECT BACKGROUND.....</b>	<b>3</b>
<b>SECTION III. SCOPE OF SERVICES.....</b>	<b>4</b>
<b>SECTION IV. SUBMISSION REQUIREMENTS.....</b>	<b>6</b>
<b>SECTION V. SELECTION CRITERIA.....</b>	<b>7</b>
<b>SECTION VI. SELECTION PROCESS.....</b>	<b>7</b>
<b>SECTION VII. SUBMISSION DEADLINE.....</b>	<b>8</b>
<b>SECTION VIII. REQUESTS FOR ADDITIONAL INFORMATION.....</b>	<b>9</b>
<b>SECTION IX. TAXES AND LICENSES.....</b>	<b>9</b>
<b>SECTION X. PAYMENT TO CONTRACTOR.....</b>	<b>9</b>
<b>SECTION XI. INSURANCE.....</b>	<b>10</b>
<b>SECTION XII. TERMINATION FOR CONVENIENCE OF THE CITY.....</b>	<b>11</b>
<b>SECTION XIII. INDEPENDENT CONTRACTOR.....</b>	<b>11</b>
<b>SECTION XIV. CONTRACT.....</b>	<b>12</b>
<b>SECTION XV. GENERAL CONDITIONS.....</b>	<b>12</b>
<b>EXHIBIT A: BID SCHEDULE</b>	
<b>EXHIBIT B: PROPOSAL ACKNOWLEDGEMENT FORM</b>	
<b>EXHIBIT C: SAMPLE PROFESSIONAL SERVICES AGREEMENT</b>	



## **I. GENERAL DESCRIPTION AND INTRODUCTION**

The City of Stanton (“City”) is requesting proposals from qualified contractors to provide maintenance services for its water splash pads.

Proposals must conform to the requirements of this Request for Proposal (RFP) and **proposals must be submitted in a sealed envelope to the Department of Public Works and Engineering no later than 4:30 pm on September 21<sup>st</sup>, 2023**. The contract is anticipated to be awarded at the October 24, 2023 City Council meeting, with work to begin December 2023. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using the criteria determined by the City, will select the qualified candidate.

The successful Contractor will be required to enter into an agreement with the City, which will include the requirements of this RFP, as well as other requirements to be specified at a later date. By submitting a proposal, the Contractor agrees to all of the terms of this RFP.

**A Mandatory tour of the splash pads will be held on September 7, 2023 starting at 10:00 a.m. Please meet at Stanton Central Park at 10660 Western Avenue, Stanton, CA 90680.**

Please direct any questions by the deadline for questions listed on the cover page of this RFP to Han Sol Yoo, Associate Engineer for the Public Works and Engineering Department, at (714) 890-4204, or via email at [HYoo@StantonCA.gov](mailto:HYoo@StantonCA.gov).

## **II. PROJECT BACKGROUND**

The City of Stanton operates and maintains two (2) water splash pads located at Stanton Central Park (10660 Western Avenue, Stanton, CA 90680) and Harry M. Dotson Park (10350 Fern Avenue, Stanton, CA 90680). **The water play operates Monday through Sunday from 12:00 PM to 5:00 PM from Friday before Memorial Day through Labor Day (“Operational Season”).**

As part of this preventative maintenance program, the water splash pads shall be maintained 3 times per week during the Operational Season. In addition, there are procedures that will require maintenance every month and once per year rather than every week as listed below.

### III. SCOPE OF SERVICES

The Contractor to provide all labor, parts, and materials for on-call repairs, inspections, and maintenance of the splash pads located within the City of Stanton. Services required work shall include, but are not necessarily limited to, those items noted below. If the Contractor feels that additional tasks are warranted, they must be clearly identified in the Contractor's proposal. The Contractor shall also respond to emergency services. Requests deemed to be emergencies shall be responded to immediately with all possible haste, arriving at the splash pad location **within four (4) hours of first notification.**

#### General:

1. Coordinate all activities with Public Works Manager including any downtime.
2. Ensure that form, fit, and function requirements are incorporated into work.
3. Ensure that the splash pads are operational during the Operational Season.
4. The Contractor shall submit Record Maintenance Service Chart and Routine Checklist for approval by the City within 10 days of award of contract.

#### Required Work (3 times per week during the Operational Season):

1. Scheduled service is required three times per week (Sunday – Saturday), or as directed by the Public Works Manager.
2. Provide chlorine and acid required to maintain as needed.
3. Maintain all equipment at the optimal parameters: pumps, filters debris traps, time clocks, flow rates, and vault lighting.
4. Maintain operation of touch pad sensors.
5. Maintain service chart.
6. Keep pump enclosure areas clean of trash dirt and debris.
7. Keep all splashpad components including the play surface free from calcium build up, any growth like algae, insects, etc.
8. Remove all obstructions & debris from all clogged plumbing fixtures, pipes, etc.
9. Clean pump(s) strainer basket.
10. Clean debris trap.
11. Check and record pH, chlorine, total alkalinity, calcium hardness, cyanuric acid (CYA) (recalibrate pH as necessary)



12. Maintain chlorine parts per million (PPM) between 3.0 and 5.0, pH between 7.4 and 7.8, total alkalinity between 80 and 120 ppm, calcium between 200 and 400 ppm, and HRR at approximately 800.
13. Make necessary water chemistry adjustments if levels not acceptable; adjust chlorine/acid levels, dispense soda ash/sodium bicarbonate and superchlorinate to meet Health Department requirements, as required. Do so in a safe manner, while not impacting any users.
14. Backwash filters / sand filters
15. Report any deficiency and a recommendation same day to Public Works Manager.
16. Report any graffiti same day to Public Works Manager.
17. Clean any dirty nozzles both in ground and on elevated features.
18. Record maintenance in service chart.

Required Work (Monthly for both Operational and Non-Operational Season)

1. Operate the splash pads to verify it is working, and perform the following tests, cleanings, and inspections:
  - A) Inspect chemical tubing.
  - B) Inspect play product solenoid valves.
  - C) Clean chemical injectors.
  - D) Inspect and clean flow meters (as necessary).
  - E) Observe bypass valve opening and closing before and after sequence a sequence.
  - F) Remove any calcium build up from above ground features.
  - G) Inspect all ball valves and unions for leaks (tighten unions as necessary).
  - H) Drain and clean holding tank (as necessary).
  - I) Record maintenance in service chart.

Winterizing Work (Annually, after the end of the Operational Season):

1. Remove all nozzles and cap shut.
2. Turn off auto-fill to holding tank.
3. Blow out lines.
4. Power down electronic equipment.
5. Drain holding tank.

Required Work (By March 31<sup>st</sup>, prior to the Operational Season):

1. Replace nozzles.



2. Turn on auto-fill to holding tank.
3. Power up electronic equipment, and verify equipment is operational.
4. Replace peristaltic pump tubing (as necessary).
5. Grease moving parts (as necessary).
6. Replace U.V. bulbs and ballasts.
7. Inspect all piping for wear.
8. Drain and clean chemical storage tanks.
9. Inspect pump filter lid O-ring (grease or replace if necessary).
10. Inspect chemical probes (replace as necessary).
11. Check quantity of sand filter (add sand as necessary).
12. Flush lines and cycle system.
13. Record maintenance in service chart.

**The Contractor shall perform an in-depth technical inspection of the splash pads and provide the City with a complete assessment of the deficiencies of each respective splash pad. The assessment report must be provided to the City by March 31<sup>st</sup> so any issues can be resolved/addressed prior to Opening Day (Friday before Memorial Day).**

**Any repair work will be contracted for separately.**

#### **IV. SUBMISSION REQUIREMENTS**

Proposals shall consist of the following items:

- 1) Proposal:
  - a) **One (1) copy** of a printed, typed letter proposal highlighting experience performing similar work on other splash pads with experience in Southern California, any insight into the operation of the splash pads or items recommended for inclusion or exclusion for servicing, and a statement indicating the contractor will respond to emergency call outs from the City within four (4) hours and how the contractor can comply with this requirement. The proposal shall also indicate if the proposer, if chosen, wishes to enter into two (2) additional twelve (12) month extensions with service fee adjustments each year at the time of renewal in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).
  - b) One (1) copy of a signed, written statement, stating the company will comply with City insurance requirements (as written in the City's



Professional Services Agreement), and stating exceptions taken to the City’s Professional Services Agreement, if any. (**Exhibit C**)

c) The completed **Proposal Acknowledgement Form**. Failure to submit this signed form will result in the disqualification of the Contractor’s proposal. (**Exhibit B**)

2) Fee Proposal (in a separate, sealed envelope):

a) One (1) copy of **Bid Schedule (Exhibit A)**. The fee proposal submittal shall also include a table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete this service. The Fee Proposal will serve as the basis for a not-to-exceed annual service fee for services described in the Scope of Works.

**V. SELECTION CRITERIA**

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

<b>Criteria</b>	<b>Approximate Weight</b>
<b>Experience Performing Similar Work</b>	40%
<b>Insight into Splash Pad Operations and Items Recommended for Inclusion</b>	30%
<b>Ability to Respond to Emergencies</b>	15%
<b>Fee Proposal</b>	10%
<b>Exceptions and deviations from the City’s standard Professional Services Agreement.</b>	5%

**VI. SELECTION PROCESS**

Selection of the Contractor will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that the selection of professional services is made based on competence and qualifications without regard to fee. The fee will be opened and evaluated after selection of the Contractor is complete.

The City will review the fee proposal and negotiate a service fee with the best qualified contractor. In the event the City cannot negotiate a fee with the best qualified contractor, the City will negotiate a fee with the second ranked contractor, and so on until an agreement is reached.



Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Contractor from compliance with the contract requirements if the Contractor is awarded the contract.

The successful Contractor to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Contractor.

## **VII. SUBMISSION DEADLINE**

**In order to be considered, the Contractor must submit one (1) copy of the Service Proposal, and one (1) copy of the Fee Proposal in a separate, sealed envelope to the following office:**

City of Stanton  
Public Works Department  
7800 Katella Avenue  
Stanton, CA 90680-3162  
*Attention: Han Sol Yoo, E.I.T.*

**The proposal outer envelope shall be labeled:**

### **WATER SPLASH PAD MAINTENANCE SERVICES**

The proposal must be received at the office listed above no later than the date and time listed on the cover.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 *et seq.*). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.





The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

### **VIII. REQUESTS FOR ADDITIONAL INFORMATION**

All questions and/or inquiries regarding this RFP shall be directed to:

Han Sol Yoo  
Associate Engineer, Department of Public Works  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680-3162  
(714) 890-4204  
Email: [HYoo@StantonCA.gov](mailto:HYoo@StantonCA.gov)

All questions and/or inquiries shall be submitted by **September 12, 2023 at 5:00 p.m.** If the City chooses to respond to such inquiries, written responses will be made available by **September 14, 2023 at 5:00 p.m.**

**Contractors are responsible to verify receipt of any addenda issued. We are aware some of our e-mails go to “junk”. If you do not receive any addenda by September 14, 2023, please verify any addenda was issued by contacting Han Sol Yoo by e-mail or telephone.** Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (**EXHIBIT B**).

### **IX. TAXES AND LICENSES**

All taxes and licenses, including, but not limited to, a Stanton City Business License, required for this work shall be obtained at the sole expense of the Contractor.

### **X. PAYMENT TO CONTRACTOR**

The Contractor will be paid monthly for satisfactory work performed under this



contract.

On or about the first of each month, the Contractor shall submit a detailed invoice and all reports required in the Agreement for work performed in the prior month.

1. This invoice shall be in accordance with the contract price and shall become the basis for payment.
2. This invoice shall be subject to review and approval by the Engineer.
3. All submitted invoices will be paid within 30 days of approval by the Engineer.
4. Any charges in the invoice not approved by the Engineer shall not be paid by the City.
5. Separate invoices must be submitted for Stanton Central Park and Harry M. Dotson Park.

## **XI. INSURANCE**

- A. The Contractor shall have Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.
- B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- C. The selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits of no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.
- D. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:



“Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton, the Successor Agency of the City of Stanton, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees, and its agents, under any third-party liability policy.”

E. It is the Contractor’s responsibility to ensure that all sub-contractor’s comply with the following:

Each sub-contractor that encroaches within the City’s right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-contractor work include soil sample borings, utility potholing, etc.

## **XII. TERMINATION FOR CONVENIENCE OF THE CITY**

The City reserves the right to terminate the “Professional Services Agreement” for the “convenience of the City” at any time by giving ten (10) days written notice to the Contractor of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Contractor under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Contractor within ten (10) working days from the date of such termination. The City will reimburse the Contractor for all acceptable work performed as set forth in the executed Agreement.

## **XIII. INDEPENDENT CONTRACTOR**

The Contractor’s relationship to the City in the performance of the Contractor’s services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor’s exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers’ Compensation.

#### **XIV. CONTRACT**

The Contract includes the Professional Services Agreement, the City's RFP, the Contractor's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that contractors be considered as potential filers of Statements of Economic Interest. Contractors, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Contractor Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.

#### **XV. GENERAL CONDITIONS**

Pre-contractual expenses are defined as expenses incurred by the Contractor in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) negotiating with the City on any matter related to the proposal; and (4) any other expenses incurred by the Contractor prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Professional Services Agreement has been executed by the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Contractor responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.



**EXHIBIT A**  
**BID SCHEDULE**

**Base Bid A: Monthly Routine Maintenance During Operational Season**

<b>Item No.</b>	<b>Location</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1.	Central Park	4	Month	\$	\$
2.	Dotson Park	4	Month	\$	\$
				Total Base Bid A	\$

**Base Bid B: Monthly Routine Maintenance During Off Season\***

<b>Item No.</b>	<b>Location</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1.	Central Park	8	Month	\$	\$
2.	Dotson Park	8	Month	\$	\$
				Total Base Bid B	\$

\*Cost shall include the in-depth technical review and assessment due to the City by March 31<sup>st</sup>.

<b>Total Base Bid (A+B)</b>	<b>\$</b>
-----------------------------	-----------

**The basis for Contract amount shall be the Contractor's Total Base Bid.**

**Hourly Labor and Equipment for Emergency Response:**

**\$ \_\_\_\_\_/Hour**



**EXHIBIT B**

**PROPOSAL ACKNOWLEDGEMENT FORM**

The Proposer hereby acknowledges receipt of addenda number(s) \_\_\_\_\_, if any.

**By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.**

_____ Original Signature by Authorized Officer/Agent	_____ Vendor's Tax ID Number (FEIN)
_____ Type/Print Name of Signatory	_____ Company Name
_____ Title	_____ Phone Number
_____ Contractor Mailing Address	_____ Fax Number
Form of Business (mark one of the following):	_____ Website Address
<input type="checkbox"/> Sole Proprietor/Individual	_____ E-mail Address
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Corporation	
<input type="checkbox"/> Limited Liability Company (LLC)	
If a corporation, the State where it is incorporated: _____	



## EXHIBIT C

### CITY OF STANTON PROFESSIONAL SERVICES AGREEMENT FOR SPLASH PAD MAINTENANCE

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.], with its principal place of business at [INSERT ADDRESS] (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **Splash Pad Maintenance** services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Splash Pad Maintenance** services to public clients, is licensed in the State of California, and is familiar with the project.

##### 2.2 Project.

City desires to engage Consultant to render such services for the **Splash Pad Maintenance** project (“Project”) as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Splash Pad Maintenance** services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **December 1, 2023** to **November 30, 2024**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two



additional one-year terms. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME(S)]**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's





Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates the **Public Works Director**, or his or her designee, as the City’s contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6 Consultant’s Representative. Consultant hereby designates **[INSERT NAME OR TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.



### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement, or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.



- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day



written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary, and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be



responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, as applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [INSERT WRITTEN DOLLAR AMOUNT] DOLLARS (\$[INSERT NUMBER]) ("Total Compensation") without written approval of City's [INSERT TITLE]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

#### **3.3.2 Payment of Compensation.**

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance"



projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.



3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

**[INSERT NAME, ADDRESS & CONTACT PERSON]**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: **Public Works Director**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any



magazine, trade paper, newspaper, television or radio production, or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify, and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services, the Project, or this Agreement, including, without limitation, the payment of all damages, expert witness fees and attorney fees, and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent





jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

**3.5.7 Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

**3.5.8 Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County, California.

**3.5.9 Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**3.6 City's Right to Employ Other Consultants.** City reserves right to employ other consultants in connection with this Project.

**3.7 Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.

**3.8 Assignment or Transfer.** Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

**3.9 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**3.10 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**3.11 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.



**3.12 No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

**3.13 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**3.14 Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**3.15 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

**3.16 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.17 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

**3.18 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.19 Declaration of Political Contributions.** Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

**3.20 Subcontracting.**



3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[Signatures on following page.]*



IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_  
\_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND** Secretary,  
**AND** CORPORATE SEAL OF  
CONSULTANT REQUIRED]

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney



**EXHIBIT "A"**

**SCOPE OF SERVICES**

**[INSERT SCOPE OF SERVICES]**

**[SCOPE OF SERVICES FROM RFP TO BE INSERTED HERE AND/OR CONSULTANT PROPOSAL]**



**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

**[INSERT SCHEDULE OF SERVICES]**

**[CONSULTANT'S SCHEDULE OF SERVICES, SUMMARY TO BE INSERTED  
HERE]**



**EXHIBIT "C"**

**COMPENSATION**

**[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]**

**[CONSULTANT'S FEE PROPOSAL TO BE INSERTED HERE]**