



**REQUEST FOR PROPOSAL  
FOR  
AUDIO / VISUAL SYSTEM EQUIPMENT  
AND INSTALLATION FOR  
CITY COUNCIL CHAMBERS**

**RFP No. 2018-0101**

**Proposals Due**

**February 15, 2018 at 2:00 p.m., PST**

**Issued by**

**City of Irwindale  
5050 North Irwindale Avenue  
Irwindale, CA. 91706**

**January 22, 2018**

**CITY OF IRWINDALE, CALIFORNIA**  
**REQUEST FOR PROPOSALS NO. 2018-0101**

Notice is hereby given that the City of Irwindale (“City”) is seeking Requests for Proposals (RFP) from qualified firms to submit proposals to provide:

**AUDIO / VISUAL SYSTEM EQUIPMENT AND INSTALLATION FOR CITY  
COUNCIL CHAMBERS**

The RFP sets forth relevant information regarding the detailed and specific information about the scope of services, submission requirements and selection procedures. The RFP will be available for pick up at the City Clerk’s Office, 5050 N. Irwindale Avenue, Irwindale, CA 91706 beginning at 8:00 a.m. (PST) on Monday, January 22, 2018 or it may be downloaded from the City’s Website at [www.irwindaleca.gov](http://www.irwindaleca.gov) .

A mandatory pre-proposal meeting is scheduled for Monday, February 5, 2018 at 9:00 p.m. (PST). All questions relating to the RFP shall be made in accordance with Section I,E below and are due Thursday, February 8, 2018 by 4:00 p.m. (PST), via e-mail to [tolivares@irwindaleca.gov](mailto:tolivares@irwindaleca.gov). Phone calls will not be accepted. The City of Irwindale expects to respond to all questions by 4:00 p.m. (PST) on Monday, February 12, 2018. The City of Irwindale will post a copy of all questions received and their answers on the City of Irwindale Website at [www.irwindaleca.gov](http://www.irwindaleca.gov) .

Proposals in response to this RFP are due on Thursday, February 15, 2018 and must be received at the City Clerk’s Office by 2:00 p.m. (PST). No electronic submissions or facsimile transmissions will be accepted. Qualifications must be submitted in sealed envelopes or boxes. Respondents are advised to carefully review submission instructions contained in this RFP.

The City reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the City as non-responsive. The City reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the City or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a responsive proposal.

## **I. Introduction & Background**

### **A. Purpose**

The City of Irwindale (“City”) is seeking well-qualified individuals, firms, or teams to design, procure, and install a comprehensive audio-visual system for the City Council Chambers, located at 5050 N Irwindale Avenue in Irwindale. The scope of the project is to upgrade the City’s AV equipment that is used to facilitate public meetings, and display digital images, such as PowerPoint presentations and viewing of maps. The system must include control of audio and projection systems and be compliant with the Americans With Disabilities Act and California accessibility requirements (collectively, “Accessibility Requirements”). Through this request, the City’s objective is to receive design plans and the identification of system components for the purchase and installation of new AV equipment to meet accessibility needs. The design must satisfy the following goals:

1. Create a portable, media-friendly meeting space in the City Council Chambers that will facilitate AV presentation for meetings for the Irwindale City Council, its entities, and other civic groups without compromising the existing meeting functionality.
2. Create a user-friendly meeting space that complies with Accessibility Requirements, as it relates to presentations before a governing body.
3. Create a highly adaptable solution that can be permanently located in the Council Chambers.

A mandatory pre-proposal site visit will be held at 9 a.m. (PST) on February 5, 2018 in the City Council Chambers located at 5050 N. Irwindale Avenue, Irwindale. Attendance at the pre-proposal site visit is required and a prerequisite for proposal submission and will be considered in the evaluation. Any proposer who fails to attend such mandatory pre-proposal site visit will be automatically disqualified, without further action by the City.

### **B. Project Background and Audio / Visual Objectives**

The City of Irwindale is seeking to improve and upgrade the overall audio and visual components in the City Council Chambers. Much of the sound and projection equipment used in the Council Chambers is aging and in need of upgrade or replacement. The City is also seeking to improve functional control of the audio and projection systems.

The source of funds for this project is from the City’s General Fund. Based on the potential proposal costs, the project may be split into two or three components.

### **C. Qualifications. Qualifications for the proposers are as follows:**

1. Minimum of ten (10) years of experience in the audio visual installation business.
2. A demonstrated history of similar services as requested herein.

D. Submittal Closing, Time, and Location. Proposals shall be clearly labeled in a sealed envelope or box. Any proposal found ineligible or incomplete shall not be considered for selection. Proposers assume full responsibility for having their proposal deposited at the proper address and no later than the scheduled closing time. Faxed or emailed proposals or modifications will not be considered. Proposals will not be received after the closing date and time indicated below:

Proposal Labeling: REQUEST FOR PROPOSAL FOR AUDIO / VISUAL SYSTEM EQUIPMENT AND INSTALLATION FOR CITY COUNCIL CHAMBERS (RFP No. 2018-0101)

Submittal Closing: Thursday, February 15, 2018 at 2:00 p.m., PST

Location: City of Irwindale  
ATTN: THERESA OLIVARES  
5050 North Irwindale Avenue  
Irwindale, CA. 91706

Number of Copies: One (1) Original, two (2) copies, and one (1) digital copy (CD, Flashdrive, etc.)

E. Inquiries. Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, no later than February 8, 2018 by 4:00 p.m., PST to allow a reply to reach prospective Proposer before the proposal submission date. The written request must be submitted to the individual identified below (emails okay). Verbal explanations or instructions given during any phase of this solicitation will not be binding. Inquiries regarding this solicitation shall be directed to: Theresa Olivares, Assistant City Manager, 5050 North Irwindale Avenue, Irwindale, Ca. 91706; Phone: (626) 430-2294; Email: [tolivares@irwindaleca.gov](mailto:tolivares@irwindaleca.gov) . Please reference “Request for Proposals for Audio / Visual System Equipment and Installation for City Council Chambers” when contacting the City regarding this solicitation. The City of Irwindale website, <http://www.irwindaleca.gov> , will contain a copy of this document as well as a summary of all applicable addenda, if any. Responses to written explanation or interpretation of the “Request for Proposals for Audio / Visual System Equipment and Installation for City Council Chambers” will be posted on the City of Irwindale website, <http://www.irwindaleca.gov> by Monday, February 12, 2018 by 4:00 p.m., PST.

## II. Terms and Conditions

A. Proposal Preparation Costs. The City is not nor shall it be deemed liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.

B. Reservation of Rights. This RFP does not commit or obligate the City to accept or execute an agreement for any expressed or implied service. The City reserves the right to:

1. Reject any and all proposals received and to accept or reject any item(s) herein;
2. Take all proposals under advisement for up to ninety (90) days after opening;
3. Waive any informality on any proposal;
4. Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
5. Request any firm/individual submitting a proposal to clarify its proposal during the selection phase;
6. Negotiate a final agreement and price with the successful firm or firms providing the best overall value to the City as determined in the City's sole and absolute discretion;
7. Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
8. Terminate this RFP process at any time.

C. Acceptance of Conditions. It is the Proposer's responsibility to examine the scope of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions. By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

1. Proposal and cost schedules shall be valid and binding for ninety (90) days following the proposal due date and will become part of the Agreement that is negotiated with the City.
2. The City may require whatever evidence is deemed necessary relative to the Proposer's financial stability and ability to perform these services.
3. The City reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.
4. The City reserves the right to solely judge the Proposer's representations, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein.
5. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.
6. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless and until an agreement is reached.

D. Proposal Inclusions. Proposals and supporting documents shall be submitted in their entirety, with ALL applicable portions fully completed by the Proposer. All Proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the RFP requirements prior to submitting as outlines elsewhere in this document.

E. Withdrawal of Proposal Before Closing. Any Proposer may request the withdrawal of its/his/her submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the City will consider the proposal null and void, and return the proposal to the Proposer. Withdrawal of proposal will not impact Proposer's resubmittal for this or any future proposal(s).

F. Proposal Submittal. All Proposers shall complete and return one (1) original, two (2) copies on standard sized paper, and one (1) digital copy (CD, Flashdrive, etc.) of their proposal. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered.

G. Contract Execution. The City's proposed agreement is attached as Exhibit A.

H. Professional Licensing. The professional services provider, and any sub-consultant(s), shall possess any necessary professional certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to the City with their proposal or prior to commencement of the work in such a form as the City shall require.

I. Insurance Requirement. The Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultants, its agent, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are as follows:

- General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate liability.
- Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL);
- Worker's Compensation Insurance of at least \$1,000,000.00 per claim;
- Professional Errors and Omissions Insurance of at least \$1,000,000.00 per occurrence and \$5,000,000.00 annual aggregate liability.

J. Business License. The professional provider, and any sub-consultant(s), shall obtain a valid City Business License on or before their commencement of work.

K. Public Record. Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon presentation to the City Council for contract award, and made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The Proposer who claims such an exemption must also state in the proposal that: “The Proposer agrees to indemnify and hold harmless the City and its officers, employees and agents from any claims, liability or damages against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party.”

L. Equal Opportunity. The City requires all Proposers to comply with equal opportunity laws and policies.

M. Independent Contractor. The selected Proposer will be an independent contractor. All persons employed by a firm in accordance with an executed agreement resulting from this RFP will be employees of the Proposer and not of the City.

N. Conflict of Interest. No official, officer, or employee of the City of Irwindale or of a local public body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the City of Irwindale has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.

O. Non-Collusion Affidavit. All proposals must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract code Section 7106.

P. Prevailing Wages. The Project is a public work as defined in Labor Code Section 1720 et seq. All bids shall include prevailing wages as required by California law and shall comply with the provisions of California labor law listed in Section 1.4 of the Sample Agreement attached hereto.

Q. Appendix. The appendix shall include any suggested additions or modifications to the scope that the individual/firm believes will enhance the quality of their proposal. Individual/Firm brochures, exhibits, and any other pertinent documents may be included in the Appendix.

### **III. Scope of Work**

A. Understanding the Scope of Work. The scope of work may include, but is not limited to:

The City of Irwindale is looking to install or upgrade the existing audio visual system in the Council Chambers. The system should be flexible to allow for equipment changes or addition at a later date. The system's applications are to include but not be limited to:

1. State-of-the-art technical solution, may include mix of wireless and hardwired capabilities
2. Audio and visual equipment
  - a. Audio Controller/mixer for all dais mics, podium, city clerk, & computer audio and/or external source.
  - b. Directional ceiling speakers for audience/podium
  - c. Replace two outer chamber speakers
  - d. Individual desktop speakers for 7 dais positions
  - e. Replacement of podium and city clerk position microphone
  - f. Wireless assisted listening Devices Transmitter and receivers
  - g. 75" Mounted Commercial LED Flat screen TV – Presentations will be managed through laptop/desktop PC on clerk desk and will be displayed directly to the tv
3. Control system - Wireless touchscreen controller with ability to mute specific zones and adjust mic and speaker volume.
4. Power, Cabling and Connectors - Provide any/all cabling for AV equipment. Mics, speakers, TV, computers etc.
5. Provide training for City staff
6. Post-installation support
7. Warranty information
8. Manage installation of all equipment and wiring
9. Removal of existing equipment, cables, speakers and projector screen (if it is determined that it is no longer needed)
10. Installation of time keeper for use during public comments
11. Network Recorder / Archiver for Audio
12. Integration of existing wireless microphones and lapel microphones
13. Adhere to ADA Compliance and codes

Additional Requirements:

1. Proposals shall include detailed specifications for all equipment being supplied.
2. Proposal shall include a time line outlining installation details and staff training.
3. Examples of input/output display requirements and AV sources for AV presentations include:
  - a. Document Presentation – during meetings, council members are presented with material from a variety of sources. Presentations shall be viewable by council members, presenters, staff, and the audience. Presentations may include the use of architectural plans / renderings, maps, photos,



correspondence; and other documents. Documents shall be displayed though the use of a document camera with zoom control located at the podium.

- b. Computer / Laptop Presentations – Presenters and / or staff members shall be able to show digital presentations, or otherwise display various documents, web sites, and software applications for viewing by all participants, council members, and members of the audience.
- c. DVD / CD Media – Audio / video media may be used to facilitate presentations during a meeting.
- d. Voice Amplification – A microphone, with the ability to be controlled remotely, shall be deployed for each of the dais seats (7), staff seating area (2), and presentation podium / documentation table (2).
- e. Television
- f. AV Equipment – AV equipment including mixers, amplifiers, equalizers, recorders, microphones, projectors, screens, speakers, DVD players and all associated equipment shall be upgraded as required to achieve a user-friendly, multi-media capability.
- g. Presentation Viewing – During meetings, members are presented with material from a variety of sources. Presentations shall be viewable by presenters, staff, and the audience from the projection screen or television.

**IV. Evaluation and Selection Process**

A. Proposal Evaluation. A selection committee composed of City staff will review the proposals and will utilize the following qualifications-based ranking criteria:

<b>Criteria</b>	<b>Points</b>
Proposer qualifications, experience, and demonstrated ability	20
References and contracts from previous clients	10
Project understanding and approach for accomplishing City objectives	20
Thoroughness, quality, and responsiveness of proposal to the RFP	30
Cost reasonableness and appropriateness as compared to all other proposals	20
Total	100

During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarification from proposing firms/individuals to allow corrections of errors or omissions. The City reserves the right to verify any information contained in proposals, including references, resumes, etc. The City reserves the right to investigate and research proposals, including facts and opinions that could be helpful in evaluating the capabilities of firms/individuals whether or not they were specifically included in the proposals.

B. Selection Process. The top-ranked firms/individuals may be requested to attend a meeting with City staff and/or the City Council to be interviewed. The interviews will allow the designated firms or individuals an opportunity to answer any questions the City Council may have

regarding their proposals. Participation in the interviews will be at no cost to the City. The City Council will make the final determination of the successful firm/individual. Although not anticipated, the City reserves the right to select more than one firm/individual to provide the services requested in this RFP.

C. Proposal Timeline. The City has identified anticipated key dates as follows:

- Solicit Proposals Jan. 22, 2018
- Mandatory Pre-Proposal Meeting\* Feb. 5, 2018 @ 9 am (PST)
- Proposal Questions Due Feb. 8, 2018 by 4 pm (PST)
- Proposals due Feb. 15, 2018 by 2 pm (PST)
- Proposal review and short list determined Week of Feb. 19, 2018
- Interview process, if necessary Feb. 26, 2018
- Recommendations to City Council March 14, 2018

*\*Each contractor submitting a proposal is required to attend the mandatory pre-proposal site visit. Contractor must attend this facility walk to submit a proposal. It will be assumed that following the facility walk, the Contractor is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, the equipment and facilities furnished, and those the Contractor will need to furnish to fulfill the requirements of the proposal.*

*NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective contractors.*

## V. Requested Information

All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the Proposer. Please answer the questions in the format and order presented. Submissions of individual resumes alone will not be considered responsive to any specific question.

### A. General Proposal

1. Letter of Transmittal: Signed by an authorized representative of the firm or the individual committing to provide the legal services described above, including a brief introduction and history of the firm, number of employees, proven work history, and a statement as to qualifications.
2. Table of Contents: Include a clear identification of the material by section and page number included in the proposal.
3. Qualifications: Provide professional experience and qualifications for the Proposer and/or firm and the designated individuals to

provide the services specified in the Request for Proposals. Please include responses to the following specific information:

- a. Describe your firm's background and history; include number of years in business and number of years providing legal services to public sector agencies. Company name, address, telephone, fax number, contact name and e-mail address. The proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed.
  - b. Location and office(s) that would serve the City.
  - c. Provide the name(s) and qualifications of person(s) who would be assigned to this project, including the following for each:
    - i. Certificates or licenses;
    - ii. Length of employment with the firm;
    - iii. Description of education including name of educational institutions, degrees conferred, and year of each degree;
    - iv. Professional background and professional associations;
    - v. Municipal or other local public sector experience;
    - vi. Specific expertise and training;
    - vii. Provide complete resumes of the persons designated by the firm to assist in this project.
4. Scope of Work. The Proposer shall include in its proposal a detailed scope of work and understanding of the process to undertake such projects and complete it in compliance with all applicable rules, regulations, standards and requirements. The Proposer shall also include a proposal for improving and upgrading the overall audio and visual components in the City Council Chambers as described in this RFP and as discussed at the pre-proposal site visit.
5. Client References. List of all contracts (for similar services set forth in this RFP) since 2012 and identify which, if any, were terminated or cancelled. If any contracts were terminated or cancelled, please provide a reason why.
6. Cost Proposal. This fee must include any and all fees that will be required in connection with the outline scope of services. The response should specify the basis upon which your fees will be calculated, expenses for which you would expect reimbursement, whether you would charge for travel time, and the scope of services to be provided for your quoted fees.

7. Acceptance Letter. The letter must be signed and returned with proposal.
8. Conflicts of Interest. The proposal should describe any engagement which may interfere with your firm's ability to provide independent and unbiased advice to the City. Provide a brief description of litigation pending against your firm with respect to municipal securities matters. In addition, describe any public finance transaction during the past five years in which your firm, if applicable, was removed or asked to resign from the financing.
9. Non-Collusion Affidavit. The proposal must include a signed Non-Collusion Affidavit per the Public Contract code Section 7106 in the form attached hereto.

**EXHIBITS:**

Exhibit A – Non-Collusion Affidavit

Exhibit B – Sample Agreement

**EXHIBIT "A"**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY  
PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

## Exhibit "B"

### CITY OF IRWINDALE CONTRACT SERVICES AGREEMENT FOR

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THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and \_\_\_\_\_ (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

#### 1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

#### 2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category),

travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### **3. PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay

notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

#### **4. COORDINATION OF WORK**

4.1 Representative of Consultant. \_\_\_\_\_, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. John Davidson, City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

#### **5. INSURANCE AND INDEMNIFICATION**

5.1 Required Insurance Policies.



Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

## 5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the

Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

(r) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

### 5.3 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel’s fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

## **6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business

hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

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

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

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

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

## **7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the

compensation provided therefore in the Schedule of Compensation Exhibit “C”. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

## **8. MISCELLANEOUS**

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave., Irwindale CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and



understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials \_\_\_\_\_

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

**CITY:**

CITY OF IRWINDALE, a municipal corporation

\_\_\_\_\_  
Mark A. Breceda, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura M. Nieto, Deputy City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Fred Galante, City Attorney

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS**

**MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2016 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_
- TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_

TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_

NUMBER OF PAGES

\_\_\_\_\_

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2016 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	
TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	DATE OF DOCUMENT
_____	
<b>SIGNER IS REPRESENTING:</b>	
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE
_____	

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following services:**
  - A.
  - B.
  - C.
  
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
  - A.
  - B.
  - C.
  
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
  - A.
  - B.
  - C.
  
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
  
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A.
  - B.
  - C.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**  
(Superseding Contract Boilerplate)

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following Services at the following rates:**

	<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
<b>A. Task A</b>	_____	_____	_____
<b>B. Task B</b>	_____	_____	_____
<b>C. Task C</b>	_____	_____	_____
<b>D. Task D</b>	_____	_____	_____
<b>E. Task E</b>	_____	_____	_____

**II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**

**IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**V. The total compensation for the Services shall not exceed \$ \_\_\_\_\_, as provided in Section 2.1 of this Agreement.**

**VI. Consultant's billing rates for all personnel are attached as Exhibit C-1.**



**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services timely in accordance with the following schedule:**

		<b><u>Days to Perform</u></b>	<b><u>Deadline Date</u></b>
<b>A.</b>	<b>Task A</b>	_____	_____
<b>B.</b>	<b>Task B</b>	_____	_____
<b>C.</b>	<b>Task C</b>	_____	_____

**II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.**
- B.**
- C.**

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**