



CITY OF GLENDALE

COMMUNITY DEVELOPMENT DEPARTMENT

REQUEST FOR PROPOSALS for VERDUGO WASH MASTER PLAN

RFP UPDATED - January 11, 2024
for Addendum 1 (in red)

RFP UPDATED – February 28, 2024
for Addendum 2 (in blue)

RFP UPDATED – March 21, 2024
for Addendum 3 (in purple)

Underlining indicates additions to the RFP.

~~Strikeout~~ indicates matter deleted from the RFP.

Deadline to Submit Proposals:
~~January 25~~~~April 15~~April 30, 2024,
by 4:00 P.M.

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I. Introduction

A. Services Requested

The Community Development Department/ Urban Design and Mobility Division of the City of Glendale (“City”) is soliciting Proposals for development of the Verdugo Wash Master Plan (the “Project”). The City is seeking a suitably qualified project team led by a single consultant/firm, or a consultant team with experienced sub-consultants who are experts in their respective fields (“Consultant”) to provide necessary services as described in Exhibit 1 – ~~s~~Scope of ~~s~~Services (“Services”) for preparing the Project.

The Contractor will perform the Services according to:

- The Scope of Services, which is attached as **Exhibit 1** to this Request for Proposals (“RFP”);
- The instructions and requirements in this RFP; and
- The proposed Professional Services Agreement (referenced herein as “Agreement” or “Contract”).

The City requires a well-managed and financially sound team or firm with demonstrated skills and technical ability— and high levels of customer service and satisfaction— to perform the Services and fulfill the requirements outlined in this RFP.

A potential Proposer should read this document in its entirety before preparing and submitting a Proposal.

B. Definitions

In this RFP, the following words and phrases have the meaning ascribed to them below:

- ***Agreement / Contract*** The entire and integrated written agreement between the City and the Contractor that takes the place of prior negotiations, representations, or agreements, either written or oral.
- ***City*** The City of Glendale, a municipal corporation. Depending on the context in which it is used, the term City also may refer to:
 - The geographic area known as the City of Glendale; or
 - A person whom the City of Glendale employs or uses and who is authorized to represent the City of Glendale in matters concerning the Project.

- **City Project Manager** The City's designated representative for all issues related to the Project.
- **Contractor/Consultant** The selected Proposer(s) to whom the City has awarded a Contract for the Project.
- **Project** The entire Services described in this RFP. Services may constitute the whole or a part of the Project.
- **Proposal** The documents and other items that a Proposer submits in response to this RFP.
- **Proposer** The person, entity, or organization that submits a Proposal in response to this RFP.
- **RFP** This Request for Proposals and all of its attachments, including documents and other items from the City and relevant third parties.
- **Services** The work, labor, tasks, operations, activities, materials, supplies, equipment, deliverables, duties, and obligations:
 - Described in this RFP; and
 - Required by, and reasonably inferable from, the Contract— whether completed or partially completed.
- **Subcontractor** A contractor, supplier, vendor, person, entity, or organization whom Contractor hires, employs, or uses on Contractor's behalf to provide, perform, or fulfill a portion of the Services.

C. Term of Services and Contract

Fixed Initial Term with Renewal Term

The Services described in this RFP and in the proposed Contract are for a period of thirty-six (36) months ("initial term"), commencing on the effective date of the Contract and ending thirty-six months thereafter. The City will have the option to renew the Contract ("Renewal Term"). Exercise of the renewal term option is at the sole discretion of the Director of Community Development Department/Urban Design & Mobility Division and requires the Director's written approval. [Sample Professional Services Agreement is attached hereto as Exhibit 2.](#)

D. Mandatory Qualifications

To be eligible to perform the Services, a Proposer must meet essential requirements which the City will determine from the Proposer's Qualification Statement. A Proposer must complete the Qualification Statement, a form that is contained in the City's **Proposal Forms** which accompany this RFP (Form B ~~at page Pg. 88~~ of the attached Proposal Forms).

The City may reject a Proposal as non-responsive, in its sole and absolute discretion, if the Proposal fails to document that Proposer meets the above qualification(s).

E. Insurance

At its expense, the successful Proposer must obtain and maintain insurance, while the Contract is in effect, that fully meets the requirements of— and contains provisions entirely consistent with— all the City’s “Insurance Requirements,” which are ~~noted-set forth~~ in **EXHIBIT 23 (“Insurance Requirements”)**. Evidence of the insurance coverages will need to be in place before a Contractor starts performing the Services. A Proposer must be prepared to meet all City insurance requirements (at no cost to the City), if the Proposer is awarded a Contract. The City will require certificates of insurance and additional insured endorsements when the successful Proposer submits a signed Contract to the City.

- ***A Proposer must give to its insurance company, or insurance agent, the “Insurance Requirements” in this RFP and the proposed Contract.***
- ***The insurance company’s underwriter or agent then must complete the “Insurance Requirements Affidavit” (~~at page Pg.103 of the attached hereto as Form E of PROPOSAL FORMS~~) which states that the insurer’s underwriter or agent will furnish the City with the required insurance documents within fourteen (14) calendar days after the Proposer’s having been notified of the Contract’s award; and***
- ***The Proposer must submit the “Insurance Requirements Affidavit” with its Proposal. The ~~€~~City may reject any Proposal made without this affidavit, or made with an incomplete affidavit form.***

F. Proposer’s Indemnification of the City

At its expense, a Proposer agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys’ fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:

- A Proposer’s submitting the Proposal.
- The City’s accepting a Proposer’s Proposal; or
- The City’s awarding a Contract to a Proposer in compliance with this RFP, or state, federal, or local laws.

G. City's Project Representatives

The City Project Manager in charge of this Project is Vilia Zemaitaitis, AICP, Deputy Director of Long Range Planning. :

~~Vilia Zemaitaitis
City of Glendale
Community Development Department
633 E. Broadway, Room 300
Glendale, CA 91206
Telephone: (818) 937-8154
Email: vzemaitaitis@glendaleca.gov~~

The eCity executive in charge of this RFP is Mr. Bradley Calvert, AICP, Director of Community Development Department.

H. About the City of Glendale

Glendale is the fourth largest city in Los Angeles County, has a current population of approximately 193,116 people (City of Glendale, Department of Finance, 2022), and spans approximately 30.6 square miles.

The Ccity incorporated on February 16, 1906, and as a Charter eCity, Glendale voters determine how the city government is organized and governed. A Council-Manager form of government manages Glendale. Five eCouncil members are elected at large to serve 4-year terms. Each year Council selects one member to serve as Mayor. The City Manager serves as the Chief Executive Officer.

The City's Mission Statement is:

The City of Glendale delivers exceptional customer service through precision execution and innovative leadership.

As a premier City anchored in pride of civic ownership, Glendale's success is realized through a community that is safe, prosperous, and rich in cultural offerings. The eCity accomplishes its mission and realizes its vision by providing emphasis on: fiscal responsibility; exceptional customer service; economic vibrancy; informed & engaged community; safe & healthy community; balanced, quality housing; community services & facilities; infrastructure & mobility; arts & culture; sustainability.

Glendale prides itself on the quality of services it provides to the community. As a full-service City, each of the 14 departments strives to provide the highest quality of service to Glendale residents, businesses, and visitors. These departments include Administrative Services; City Attorney; City Clerk; Community Development; City Treasurer; Community Services & Parks; Fire; Glendale Water & Power; Human Resources; Information Services; Library, Arts & Culture; Management Services; Police; and Public Works.

II. RFP Process

A. Schedule of Events

The following events will take place in this Project (See further explanations, below):

EVENT	RESPONSIBILITY	DATE
RFP Distribution	City	November 13, 2023
Last Day to Submit Interim Questions	Proposer	December 15, 2023; February 16, 2024 for Addendum 1; March 15, 2024 for Addendum 2
RFP Proposals Due	Proposer	January 25 April 15 April 30, 2024
City Opens Proposals for Completeness	City	TBD May 1, 2024
Panel Reviews Proposals	City	TBD May 2024
Candidate Interviews	City	TBD June 2024
Final Candidate Announced	City	TBD Early Summer 2024
Last Day to Object to RFP or Evaluation Process	Proposer	TBD
Contract Award (City Council approval) (36 Months after start of contract)	City	Winter/ Spring Summer 2024

B. RFP Distribution

A prospective Proposer may receive this RFP by mail, e-mail, in person or online at <https://www.verdugowash.com> www.glendaleca.gov. Distribution of the RFP in no way represents the City's acceptance of a Proposer's qualifications, reputation, or ability to perform the Services.

C. Proposal Deadline and Proposal Submission

The ~~e~~City must receive the Proposal ***on or before 4:00PM (PST), ~~January 25~~ ~~April 15~~ ~~April 30, 2024~~***. ***A Proposal received after this date and time will be considered non-responsive and the ~~e~~City will return the Proposal, unopened.***

Proposals must be submitted on the attached Proposal Form package. ***Oral, telephonic, facsimile, or electronically transmitted (email) Proposals are invalid and the ~~e~~City will not accept or consider them.***

A Proposer must submit **Ten (10)** printed Proposal documents (consisting of **1** original, **Nine (9)** copies) ~~and one (1) USB in a sealed~~, clearly labeled envelope (or box). A Proposal may be delivered by mail or in person. A proposer must also complete submission via a secure weblink share file that the City will provide to Proposers upon request.

The Proposal must be clearly marked “**CITY OF GLENDALE VERDUGO WASH MASTER PLAN PROPOSAL**” and addressed to the Project Manager. :

Vilia Zemaitaitis, AICP, Deputy Director
City of Glendale
Community Development Department
633 E. Broadway, Room 300103
Glendale, CA 91206
Telephone: (818) 937-8154
Email: vzemaitaitis@glendaleca.gov

D. Interim Inquiries and Responses; Interpretation or Correction of RFP

If a Proposer has any question about this RFP, the proposed Contract, or the Scope of Services— or if a Proposer finds any error, inconsistency, or ambiguity in the RFP, or the proposed Contract, or both— the Proposer must make a “Request for Clarification” before submitting its Proposal.

The Proposer must submit a Request for Clarification in writing — by letter or email — to:

Vilia Zemaitaitis, AICP, Deputy Director
City of Glendale
Community Development Department
633 E. Broadway, Room 300103
Glendale, CA 91206
Telephone: (818) 937-8154
Email: vzemaitaitis@glendaleca.gov

The ~~e~~City must receive the Request for Clarification on or before 4:00PM, December 15, 2023. Request for Clarification regarding Addenda 1 must be received on or before 4:00PM, February 16, 2024. Request for Clarification regarding Addenda 2 must be received on or before 4:00 PM (PST), March 15, 2024. Thereafter, further questions, clarifications and objections shall be submitted on Form K – Table of Exceptions as part of the proposal process.

If necessary, the City will make clarifications, interpretations, corrections, or changes to the RFP, or the proposed Contract, or both, in writing by issuing Addenda, as described in Section D (below). A Proposer must not rely upon, and the City is not bound by, purported clarifications, interpretations, corrections, or changes to the RFP and the proposed Contract, that are made verbally or in a manner other than a written advisory from the City.

D.E. Addenda

The City will issue Addenda in writing only. The City will email the Addenda to all individuals who submitted an email and will make reasonable efforts to deliver Addenda to all Proposers

whom the City knows have received the RFP and have provided a street address for receipt of an Addenda. The City cannot guarantee that all Proposers will receive all Addenda.

Proposers may also inspect the RFP and any Addenda online at <https://www.glendaleca.gov/government/departments/finance/purchasing/rfp-rfq-bid-page>. At any time before the "Proposal Deadline" (Section C of this RFP), the eCity may withdraw the RFP or postpone the Proposal Deadline. However, if any Addenda results in a material change to this RFP, or the proposed Contract, or both, the City will extend the Proposal Deadline by not less than seventy-two (72) hours.

The City will treat transmittal of Addenda to potential Proposers *by U.S. mail, fax, or e-mail* as sufficient notice of the changes made by the City. [Each Proposer will be required to acknowledge receipt of an Addendum on FORM J attached hereto.](#)

III. General Requirements and Instructions

A. Examination of Documents

Before submitting an RFP Response, a Proposer must:

- Thoroughly examine the RFP. A thorough review of this RFP is critical to obtaining an in-depth understanding of the requirements of this RFP.
- Make all necessary investigations (including examination of the geographic location of the Services), examine documents, and understand the Scope of Services (**EXHIBIT 1**).
- Understands the [terms and conditions of the Professional Services Agreement \(EXHIBIT 32\)](#) ~~Contract terms~~.
- Be able to furnish the eCity with valid:
 - Insurance forms (including insurance certificates and additional insured endorsements) in compliance with the Insurance Requirements ~~described in (EXHIBIT 23)~~.

B. Proposer's Representations in the Response

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey reasonable understanding of all requirements, terms, and conditions for performance of the Services required in this Project.
- The Proposer has exercised all due diligence in making investigations and inquiries, examining documents, including the Contract, and inspecting City sites and facilities for this Project.

- The Proposer is fully familiar with— and has fully considered— all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs.
- The Proposal is an irrevocable offer for a period of at least ~~ninety-one hundred and twenty~~ (~~90~~120) calendar days following the City's opening of all Proposals; and
- The Proposer is, and will be, in compliance with the RFP's requirements, terms, and conditions.
- Proposer must identify in **Form K** whether its proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services, Proposed Professional Services Agreement, or any other requirements of the RFP, including all exhibits, forms, and appendices. List of exceptions will be inserted in the table form below and identify the page, section number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify any items of non-compliance will result in the City assuming compliance. Changes to the Proposed Professional Services Agreement may not be considered or negotiated if not submitted as part of the pProposal. The City, at its sole discretion, may modify or reject any exception or proposed change. The exceptions listed will be taken into consideration when evaluating the section that is most applicable to the exception listed.

C. Restrictions on Lobbying and Contacts

Proposer's sole contact during the RFP, proposal and awards process is Vilija Zemaitaitis, AICP, Deputy Director, Community Development Department, City of Glendale.

During the period beginning on the date of the issuance of the RFP and ending on the date of contract award to a Proposer, no person (or entity) submitting a pProposal in response to this RFP, nor any officer, employee, representative, agent, or Contractor representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of the Contract with any member of the City Council of the City of Glendale or his or her personal staff, or with any candidate for election to the City Council of the City of Glendale. Any such contact shall be grounds for the disqualification of the proposal.

During the period beginning on the date of the issuance of this RFP and ending on the day after a contract is awarded to a Proposer, each person or entity described in the previous paragraph shall limit his or her communication with City staff to the written clarification and addendum process described in Section II.E, and interviews or discussions pursuant to evaluation and selection process described in Section V. At no time may any Proposer have any communication with a member of the City's

Evaluation Committee, other than communication initiated by such member during interviews.

Nothing herein shall be construed to limit or restrict any person or entity from communicating with the City Council in writing or at a meeting of the Council noticed under the Ralph M. Brown Act, Government Code section 54950 et seq., provided such communication is after the public release of the staff report to the Council recommending a proposer.

C.D. Withdrawal, Cancellation, or Modification of a Proposal

Before the Proposal Deadline:

A Proposer may withdraw and then modify a Proposal, by giving written notice, signed by the Proposer. A withdrawal request must be addressed and delivered to:

Vilia Zemaitaitis, AICP, Deputy Director
City of Glendale
Community Development Department
633 E. Broadway, Room 300103
Glendale, CA 91206
Telephone: (818) 937-8154
Email: vzemaitaitis@glendaleca.gov

For a withdrawal to become effective, the City must receive the Proposer's written request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer's verbal, telephonic, facsimile, or email request for modification or withdrawal of a Proposal.

If a Proposer withdraws its Proposal, the withdrawal will not prejudice the Proposer's right to submit a new Proposal, if the new Proposal is submitted: (a) in accordance with the RFP's requirements, and (b) before the Proposal Deadline.

After the Proposal Deadline:

A Proposer must not withdraw, cancel, or modify its Proposal for a period of at least ~~ninety (90)~~ 120 calendar days following the Proposals' opening subject to the exception described in the next paragraph below. The City may extend the ~~90~~ 120-day period upon the City's written request and upon the affected Proposers' written approval.

The City may allow a Proposer to withdraw or cancel a Proposal after the opening of the Proposals, if the Proposer establishes, to the City's satisfaction, that all of the following circumstances exist:

1. The Proposer made a mistake in its Proposal.

2. Within five (5) days after the Proposal's opening, the City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred.
3. The mistake made the Proposal materially different from what the Proposer had intended it to be; and
4. The mistake was made due to a clerical error in the Proposal and was not due to error in judgment, or in reading the RFP or the proposed Contract.

D.E. Proposal Preparation Expenses

All costs and expenses for developing and submitting an RFP response to the City are entirely the responsibility of the Proposer and are not chargeable to the City in any manner. The City is not liable for any pre-contractual expenses, which are defined as expenses incurred by the Proposer in:

- Preparing its Proposal in response to this RFP.
- Negotiating with the City any matter related to the Proposal.
- Any other expense incurred by the Proposer before the date of award of the Contract for this RFP.

IV. Proposal Content and Format

A. Proposal Forms

"Proposal Forms" (~~pg. 75 to 101~~) are attached to this RFP. A Proposer must submit its Proposal only on the [e Proposal Forms](#)~~se forms~~, along with the attachments described in the Proposal Forms.

The City expects the Proposer to prepare a comprehensive proposal that includes recommendations, describes actions, and procedures to accomplish the scope of work set forth in this RFP.

The City will provide the Proposers with all relevant data it possesses that pertain to this project. However, the ~~e~~City makes no representation and assumes no responsibility with respect to the sufficiency or accuracy of any information supplied. The Proposer is responsible for evaluation of all information supplied by the City.

The City of Glendale must receive [from Proposers a completed submission via a secure weblink share file that the City will provide to Proposers upon request, and Proposers must also submit one USB Flash Drive and](#) ten (10) hard copies of the proposal, ~~as well as Form H, and all FORMs,~~ Including Price, and Staffing Proposal, completed in [Adobe PDF and EXCEL spreadsheet as specified](#)~~MS Excel~~. All documents must be submitted together [by both weblink and by hard copy](#) by the date and time noted on the RFP title sheet.

Proposals should be concise and must be correctly formatted in accordance with this RFP. Each ~~p~~Pproposal must be completed as specified below and must include all of the required contents of each Part, in the sequence specified. Each ~~p~~Pproposal shall include a table of contents clearly referencing each Part in the ~~p~~Pproposal.

The Proposer must fill in the blanks on the Proposal Forms, using a software forms filler or printing legibly in ink. When answering the Proposal Forms' questions, the Proposer must furnish pertinent and relevant information rather than merely provide promotional facts or materials. The Proposer must respond to the Proposal Forms' questions with all applicable information, in order for the City to consider the Proposal as responsive to the RFP.

If a Proposer fails to provide the information that the forms require, fails to return all of the forms, or fails to submit the required attachments, the City may treat the Proposal as "non-responsive."

If the Proposer makes any interlineations, alterations, and erasures to the responses Proposer provides the Proposal Forms (the "Changes"), ~~T~~the Proposer must place initials next to all such Changes interlineations, alterations, and erasures so that the City can verify that such Changes were made by the Proposer.

For avoidance of doubt, Proposers must use Form K - Table of Exceptions (see Section III.B, hereinabove), to identify any Proposer exceptions to the RFP, Exhibits, Proposal Forms or Appendices. Other than providing responses, ~~The Proposers~~ must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal non-responsive and may cause its rejection.

1. Proposal ~~for City of Glendale Form~~ – Form A

The Proposal shall be signed by an individual authorized to bind the Proposer and shall state that the proposal is a firm offer for a 120-day period.

2. ~~Proposer Contact Information~~Previous Experience – Form B

Proposer shall provide a list at comparable projects Proposer has completed under contract within the last 10 years prior to the Proposal Deadline. The projects must be comparable in scope and scale to the Verdugo Wash Master Plan. ~~the contact information for the primary contact person who will be authorized to make representations for the Proposer's firm and provide information for the Proposer's secondary contact. Proposer shall list all sub-contractors proposed for this project including type of work to be performed. Use additional sheets as needed.~~

3. Proposer's Qualifications Statement – Form C

Information Regarding Debarments, Defaults, Claims, and Related Events:

Each Proposer, including its Joint Venture members and general partners ("team members"), shall submit the information set forth below regarding past performance, activities, and projects. The information shall cover the 5-year period prior to the due date of the Proposal.

- i. Any instance where the Proposer or a team member defaulted on a public services contract.
- ii. Information concerning the bankruptcy or receivership of the Proposer or a team member including whether and when it was resolved.
- iii. Information concerning all adverse claims, disputes, settlements, or lawsuits between a public agency and the Proposer or a team member (including professional liability/errors and omissions claims) in which the claim, settlement, or judgment exceeds two hundred and fifty thousand dollars (\$250,000).

4. Price Proposal Amount – Form D

Form D contains a list of services from the Scope of Services, organized in Phases, Tasks and Subtasks. Proposers must enter the price and total amount for such services.

5. Insurance Requirements Affidavit – Form E

This affidavit is required to ensure the Proposer and its agent or underwriter have reviewed the Insurance Requirements and will be able meet those requirements set forth in the RFP (Exhibit 2) which will be attached to the Professional Services Agreement (Exhibit 3) and made a part thereof.

6. Disclosure – Campaign Finance Ordinance – Form F

The disclosures required on this Form ensure compliance with City Ordinance No. 5744, which prohibits contractors or subcontractors from making campaign contributions to members of the City Council, the Glendale Successor Agency, the Housing Authority of the City of Glendale, City Clerk or City Treasurer.

7. Public Records Exempt Information – Form G

The City, as a public entity, is subject to the California Public Records Act, and is therefore required to produce documents requested by the public unless those documents are exempt from disclosure pursuant to Government Code section 6250, et seq. This Form asks the Proposer to identify any documents that it believes are protected from disclosure under the Public Records Act. If the Proposer fails to identify any purported protected documents Proposer will be deemed to have waived its right to an exemption from disclosure under the California Public Records Act. Please also refer to Section 9.5 of the Sample Professional Services Agreement (Exhibit 3).

8. Proposer's Non-collusion Affidavit – Form H

This Form requires the Proposer to declare, among other things as specified, that the Proposal is genuine, and not collusive or a sham.

9. Proposal Attachment(s) – Form I

This Form provides Proposers with an opportunity to list and describe any attachment that is part of the Proposal.

10. ~~Hold Harmless Agreement~~ Addenda Acknowledgment – Form J

This Form requires the Proposer to acknowledge that it has received and read Addenda to the RFP.

11. Table of Exceptions – Form K

Form K requires Proposer to state whether its proposal does or does not fully comply with the requirements as defined in this RFP, including the Exhibits and Forms, and must provide a detailed list of exceptions to, including, but not limited to, exceptions to the Scope of Services, the Proposed Professional Services Agreement, or any other RFP requirements, exhibits, forms, or appendices. List of exceptions will be inserted in the table form below and identify the page, section number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify any items of non-compliance will result in the City assuming compliance. Changes to the Proposed Professional Services Agreement may not be considered or negotiated if not submitted as part of the proposal. The City, at its sole discretion, may modify or reject any exception or proposed change. The exceptions listed will be taken into consideration when evaluating the section that is most applicable to the exception listed.

~~11. Restriction on Lobbying and Contacts – Form K~~**~~12. Equal Opportunity/Affirmative Action Statement – Form L~~****Statements and Agreements**

~~This section should include the following certifications, each of which shall be fully executed:~~

- ~~i. — Form C — Restrictions on Lobbying and Contacts~~
- ~~ii. — Form D — Statement of Qualifications~~
- ~~iii. — Form E — Proposer's Affidavit of Non-collusion~~
- ~~iv. — Form F — Equal Opportunity/Affirmative Action Statement~~
- ~~v. — Form G — Hold Harmless Agreement~~
- ~~vi. — Form H — Disclosure — Campaign Finance Ordinance~~

~~4. Information Regarding Debarments, Defaults, Claims, and Related Events~~

~~Each Proposer, including its Joint Venture members and general partners ("team members"), shall submit the information set forth below regarding past performance, activities, and projects. The information shall cover the 5-year period prior to the due date of the proposal.~~

- ~~i. — Any instance where the Proposer or a team member defaulted on a public services contract.~~

- ~~ii. Information concerning the bankruptcy or receivership of the Proposer or a team member including whether and when it was resolved.~~
- ~~iii. Information concerning all adverse claims, disputes, settlements, or lawsuits between a public agency and the Proposer or a team member (including professional liability/errors and omissions claims) in which the claim, settlement, or judgment exceeds two hundred and fifty thousand dollars (\$250,000).~~

B. Identifying Proprietary Information; Public Records Act

A Proposer must identify, and list all copyrighted material, trade secrets, or other proprietary information ("protectable documents") that the Proposer included in its Proposal which the Proposer believes should be exempt from disclosure under California's Public Records Act, Government Code Section 6250, et seq. (See: ~~Pg.62 Form G Public Records Exempt Information~~)

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of, or connected with the City's refusal to disclose the protectable documents to any party making a request for those items pursuant to the Public Records Act.

The City will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

C. Signature(s)

The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal in ink. The individuals signing the Proposal must represent that they are authorized to bind the Proposer's legal entity.

- A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
- A partnership must execute the Proposal by all of its partners. After each signature, each partner must list a residential address or the firm's address, either of which must include the state, zip code, and telephone number.
- If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal.
- An individual signing a Proposal as an agent of another, or others must attach to the Proposal evidence of that person's legal authority to sign on behalf of another or others.

D. Proposal Retention

All Proposals and other material submitted become the property of the City and may be returned only at the City's option. The City reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the Proposal does not affect this right.

V. Method of Selection

All Proposals received on time will be opened in a non-public setting. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals will be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

A. Basis for Award and Evaluation Criteria

A Proposer's submission will be evaluated and scored on the criteria listed below. Each criterion has maximum allowable points.

EVALUATION CRITERIA	POINT SCORE
Written Proposal	
Qualifications <i>Points will be assigned for functional and technical merit based on the capability of the Proposer to satisfy the City requirements identified in the Scope of Services and Points will be assigned for completeness of proposed solution based on the vendor submitting a Proposal that follows the guidelines specified in the Scope of Services.</i> <ul style="list-style-type: none"> • Project Understanding • Clarity of Proposal/Organization • Thoroughness in Addressing Requirements • Creativity in Approach 	40
Experience <i>Points will be assigned for experience with similar projects and scope. Additional points will be awarded based on a consultant's previous experience with municipal agencies, as delineated in the Scope of Services.</i> <ul style="list-style-type: none"> • Experience with Similar Projects • Experience working with agency stakeholders such as Los Angeles County, State of California, and/or the Army Core of Engineers 	20
PROJECT MANAGEMENT/SCHEDULE <i>Points will be assigned based on the experience and qualification of the project manager. City of Glendale is looking for an experienced and accomplished project manager, as detailed previously, who will be "hands-on" and manage the day-to-day performance of the project.</i> <ul style="list-style-type: none"> • Project Management and Schedule 	10
STAFFING OF PROJECT/ABILITY TO PERFORM <i>Points will be assigned based on availability and capability of the project team. Scoring is based on qualification of staff or project team members, as identified in the</i>	20

EVALUATION CRITERIA	POINT SCORE
<p>responder's proposal. It is important for the proposer to note how a particular staff's expertise is related to the skills or tasks that would be required to provide the best solution and project deliverables.</p> <ul style="list-style-type: none"> • Technical Expertise/Experience of Team, including Personnel • Technical Ability to Perform 	
<p>BEST VALUE</p> <p>Points will be assigned based on the value of the <i>pP</i>proposal. If there are two or more firms with identical or very similar cost proposal, then the firm that provides the most value-added service beyond the RFP requirements will be assigned the higher score. Conversely, if there are two or more firms with very similar deliverables and additional value-added services, then the firm with lowest cost will be assigned the higher score.</p>	10
TOTAL	100

The City may investigate the qualifications of a Proposer under consideration, require confirmation of information furnished by the Proposer, and call upon the Proposer to provide additional information or evidence of the Proposer's qualifications for the Services described in this RFP.

Top candidates from the Written Proposal section will be selected for the Oral Presentation.

EVALUATION CRITERIA	POINT SCORE
Oral Presentation	
• Presentation	15
• Organization	15
• Clarity and Communication Skills	25
• Technical Understanding	25
• Responses to Questions	20
TOTAL	100

The City reserves the right to reject the *pP*proposal of any Proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a Proposer who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to reject the *pP*proposal of any Proposer who is in default of the payment of taxes, Agreements, or other monies due to the City of Glendale.

B. Selecting a Proposer

A panel comprised of City and outside representatives will evaluate each RFP submission, select finalists for possible interviews, and submit recommendations to the Director of

Community Development Department. Upon interviewing the finalists, the Director will submit a recommendation to the City Council, for possible award.

The City Council must approve an award of a Contract to the successful Proposer and no rights or obligations begin under an award until the approval is secured and all parties have duly signed a Contract.

C. City's Reservation of Rights

This RFP and the proposal evaluation process do not:

- Obligate the City to accept or select any Proposal; or
- Constitute an agreement by the City that it will actually enter into a Contract with any Proposer.

When it best serves the City's interests, the City may do any one or more of the following:

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.
- Accelerate the pace of the RFP process if only one or a handful of Proposals is received.
- Waive any or all information, defects, irregularities, or informalities in a Proposal.
- Accept amendments to Proposals after the Proposal Deadline.
- Revise, change, or amend the RFP's evaluation or selection criteria before the Proposal Deadline.
- Cancel, withdraw, revise, change, amend, or negotiate the terms of this RFP, the proposed Contract, or both.
- Reissue a Request for Proposals.
- Conduct one or more oral interviews.
- Visit a Proposer's business or facilities.
- Examine financial records of a Proposer to the extent necessary to ensure financial stability.
- Make a partial award.
- Negotiate with one or more Proposers.
- Award a Contract to one or more Proposers.
- Require a best and final offer from one or more Proposers.
- Provide or perform the Services using a [eCity](#) officer or employee, or contract directly—without an RFP or bids— for the Services.

VI. Award of ~~Contract~~Professional Services Agreement

Within ~~ninety (90)~~ one hundred and twenty (120) calendar days after the City opens all Proposals, if the City Council selects a Proposal, the City will give the selected Proposer a "Notice of Intent to Award Contract" that will specify the "start date" for performing the Services following the execution of the ContractProfessional Services Agreement ("PSA").

Once selected, the successful Proposer must enter into a written ContractPSA with the City within fourteen (14) calendar days following the Proposer's receiving the City's "Notice of Intent to Award Contract" or within any extension that the City may allow. The RFP, or any part of it, and the Proposer's responses, will be incorporated into and made a part of the PSAContract. **A copy of the ~~proposed Contract~~ Sample Professional Services Agreement PSA is provided as EXHIBIT 43.**

Before any services can commence, the selected Proposer must execute the ContractPSA, which ~~contains-is~~ **the City's standard form of agreement for the requested services**. To facilitate the Project's smooth and timely implementation, a Proposer responding to this RFP must review all terms and conditions of the ContractPSA, including, but not limited to, provisions relating to insurance, indemnity, and termination.

The City's policy is that the Proposers accept the PSA Contract be accepted "as is". By submitting a Proposal to the City in response to this RFP, a Proposer is deemed to have provided its approval to the form and content of the Professional ServicesContract Agreement, ~~accepting it~~ without qualification. Provided, however, if a Proposer seeks ~~limited-any~~ modification to the PSA of the Contract, then in the Proposal a Proposer must identify the proposed changes prior on Form K to or to be submitted concurrently with ~~submission of a the~~ Proposal.

Proposer requested changes or modifications to the ContractPSA will ~~may~~ be weighed in the evaluation of the Proposal and may cause rejection of the Proposal as non-responsive, in the City's determination.

The City reserves the right to negotiate the terms and conditions of the PSAContract. The selected Proposer ~~whom the City Council selects~~ must cooperate with the City in good faith to negotiate, sign, and deliver the final PSA prior to commencement of workContract. The City may require the selected Proposer to attend one or more ContractPSA negotiation conferences to discuss ~~possible~~:

- Requested Rrevisions to the Contract's PSA service-related terms, conditions, requirements (other than the insurance and the indemnity provisions), specifications, or minimum performance standards; and
- Requested Additions to the PSA Contract, by the parties' mutual written agreement, or pursuant to ~~as a~~ City Ordinance, ~~or~~ Resolution, ~~the City's~~ Charter or Municipal Code, or any other law may require.

At any time and for any reason, if ~~Contract~~ PSA negotiations with the selected Proposer fail to progress, to the City's reasonable satisfaction, the City reserves the right to ~~not only end~~ terminate negotiations with the selected Proposer, ~~but also~~ cancel the award and reject the Proposal. The City then, At in its sole and absolute discretion, ~~the City may then:~~ has the option to (i) reopen the proposal process; (ii) choose from among the remaining, if any, qualified ~~p~~Proposers; (iii) reissue the RFP; (iv) negotiate directly with any firm for the Services; or (v) choose not to contract for the Services.

The selected Proposer must submit to the City all of the following items:

- ~~Either T~~three (3) executed hard-copy originals of the ~~Contract~~ PSA, ~~properly~~-signed by the person authorized to bind Proposer under contract, or - digitally execute the PSA using the City's DocuSign program administered through the City's Finance Department.
- Insurance certificates and additional insured endorsements that fully conform to the Contract'sPSA's insurance requirements.

After the City receives the signed ~~Contracts~~ PSA and insurance documents, the City Attorney's office will review and approve the PSA as to "form and content" prior to City execution ~~the Contract~~. Additionally, the City Attorney's office or the City's Risk and Insurance Services Manager will review the required insurance. If the City Attorney approves the PSA "as to form" and content ~~selected Proposer has not changed any terms of the Contract~~, and if the insurance and the bond(s) (if any required) conform to the Contract'sPSA's requirements, the City will execute the PSA and provide a fully executed version to the Proposer. ~~Contract and return an original of the Contract to the Proposer.~~

VII. Letter of Objection; Procedures

A Proposer, who believes that any part of this RFP is discriminatory or precludes the Proposer from being given reasonable consideration in the procurement process, must submit an objection in writing— by letter only— to the City ("Letter of Objection"). ***The City will not consider any verbal objection.*** The Letter of Objection must clearly state:

- The specific objection(s).
- The area(s) of concern.
- The facts supporting the objection(s); and
- A proposed method for resolving the objection(s).

The Proposer, or the person who is duly authorized to represent the Proposer, must sign the Letter of Objection.

The Proposer must deliver or mail the Letter of Objection to:

Vilia Zemaitaitis, AICP, Deputy Director
City of Glendale
Community Development Department

633 E. Broadway, Room ~~300~~ 103
Glendale, CA 91206
Telephone: (818) 937-8154
Email: vzemaitaitis@glendaleca.gov

The City must receive the Letter of Objection on or before 4:00 PM December 15, 2023~~February 15, 2024~~March 15, 2024. Thereafter, further questions, clarifications and objections shall be submitted on Form K – Table of Exceptions as part of the proposal process.

Upon the City's timely receipt of the Letter of Objection, the City will review the Proposer's contention(s). If the City decides that the RFP— whether in whole or in part— needs revision, the City will prepare Addenda, as described in Section II. ~~(ED)~~ on Pg. 8 of this RFP.

EXHIBIT 1 – Scope of Services

City of Glendale Background

Over the past 100 years, Glendale has grown from a small community at the edge of Los Angeles into a dynamic cosmopolitan city as diverse in its culture as it is in its opportunities. Today, Glendale is the fourth largest city in Los Angeles County and is surrounded by Southern California's leading commercial districts including Los Angeles, Pasadena, Hollywood, and Universal City. Incorporated on February 16, 1906, the City of Glendale spans approximately 30.6 square miles and has a current population of approximately 193,116 people (City of Glendale, Department of Finance, 2022).

Glendale is consistently listed as one of the Safest Cities in America and contains abundant amenities, making Glendale a desirable place to call home for residents and businesses alike. Glendale is a full-service city offering first class amenities, with its own police and fire departments, a wholly owned municipal utility company offering water and power, a complete public works department to maintain infrastructure, libraries to provide programs for lifelong learning, and a variety of parks for quiet enjoyment, organized sports, or open space adventure. Glendale also offers its own bus service, the Beeline, with ten routes connecting customers to the Jet Propulsion Laboratory (JPL), the City of Burbank, and Metrolink Stations in both Burbank and Glendale.

In addition to its reputation for safety, Glendale is a vibrant commercial and cultural center, with a blend of large and small businesses, multi-national corporations, and special event venues such as the legendary Alex Theatre. Glendale's five small but unique neighborhood shopping districts offer convenience to bordering neighborhoods, while the Glendale Galleria and The Americana at Brand offer exciting regional shopping and entertainment options. Even with its bustling business culture, the City has retained its small-town appeal with quiet tree-lined neighborhoods, mountain ridges, wilderness reserves, and residential neighborhoods with distinctive and well-preserved period architecture. Glendale also boasts a large health care presence with three hospitals, two of which are regional medical centers, within its borders.

The eCity is also home to Glendale Community College, a fully accredited institution which currently serves approximately 25,000 day and evening students, and approximately 10,000 others who participate in adult education and specialized training programs. Glendale's primary and secondary schools also have a long-standing reputation for excellence. Operating out of 31 schools and instructing approximately 27,000 culturally diverse children with innovative educational programs, the Glendale Unified School District is committed to achieving the highest standards on campuses.

Glendale is served by several major freeways (Interstate 5 and 210 and State Routes 2 and 134), and its proximity to downtown Los Angeles, Bob Hope Airport (Burbank), and many recreational facilities make it a desirable place to live.

Verdugo Wash Introduction

The Verdugo Wash Master Plan is an unprecedented opportunity to realize a publicly accessible green open space corridor. The Wwash connects Glendale from the Los Angeles River, to downtown, to various social and civic nodes such as the Glendale Community College, and ultimately to an extensive mountain trail system that spans multiple geographies. The City of Glendale is seeking proposals from qualified firms to build upon the Verdugo Wash Visioning to develop a comprehensive master plan, including but not limited to a well-crafted design, associated engineering, environmental review, and future phasing framework that can be used to prioritize and implement stages of the Verdugo Wash linear park and nature trail.

The City of Glendale has embraced a vision for an active and healthy community. Through many of its current plans and policies, Glendale supports opportunities for healthier lifestyles, reduced dependence on automobiles, safer streets, reduced energy consumption, and the creation of vibrant neighborhoods. Since Glendale is built out, the process to acquire the land to create new parks is too costly. The Verdugo Wash is an opportunity to improve walkability, safety, and physical and mental health through a linear park that traverses through Glendale by repurposing existing infrastructure.

The Verdugo Wash, a tributary of the Los Angeles River, is located entirely within the City of Glendale. From its origin in the Crescenta Valley, south of Interstate 210, the Verdugo Wash follows a southeasterly course that skirts the base of the Verdugo Mountains before turning in a southwesterly direction through the eCity towards its confluence with the Los Angeles River and Griffith Park beyond.

In the 1930s the County of Los Angeles transformed the Verdugo Wash tributary from its natural form into its present man-made utilitarian form as a flood control channel encased in concrete and open to the sky (except for the free-flowing stream inside the Verdugo Wash Debris Basin Dam and limited areas where infrastructure has been built over the wash). Though the community is accustomed to its presence, the Wwash often presents itself as a structural and visual disconnect between differing parts of the eCity, the downtown, and even between neighborhoods and neighbors along its approximately nine- and one-half miles of length. The reimagined Verdugo Wash would be transformative in character – a new urban linear park energizing the existing framework and fabric of Glendale with seamless

connections and visually pleasing experiences. It would create a walking and cycling haven with access to business and entertainment venues, connections between neighborhoods; while enjoying nature, people, places, and culture as it interweaves through important city centers, services, and a multitude of neighborhoods that make up the core of Glendale.

The Master Plan process is the opportunity to create a comprehensive and dynamic set of design tools to guide development of the Verdugo Wash while maintaining the Wwash as a stormwater conveyance and becoming a one-of-a-kind linear park. The focus of this project is the refinement of the Verdugo Wash Visioning into a series of definitive design packages, ~~complete with~~from which ready ~~to~~ implement engineering specifications and cost estimations for the entire length of the Wwash including recommendations on the phasing of construction.

In conjunction with the design and engineering aspects of the project, is an extensive public engagement and outreach campaign ~~that builds upon~~will need to be undertaken to ensure all stakeholders are part of the Verdugo Wash ~~Visioning Master Plan~~ Public Engagement Plan. It is critically important to energize and empower community feedback through every stage of implementation. The Verdugo Wash Master Plan will be the singular working document that responds to the community's needs, while meeting the goals and objectives of the project to create a dynamic plan that includes further refinement of the Verdugo Wash Vision, ongoing public engagement, design packages by phase or project segment area, identification of funding sources and cost estimates, a public art master plan, ~~an~~proposed operations and maintenance plan, a cost-benefit analysis, and a comprehensive environmental review and analysis.

Verdugo Wash Master Plan Objectives

The Verdugo Wash Master Plan is an opportunity to advance the health, happiness, and resilience of the community through the creation of a multi-dimensional link that connects the region physically, hydrologically, and ecologically whilst ensuring that the channel continues to provide the safety of base flood control. The purpose of the Verdugo Wash Master Plan is to provide a guiding framework that is both useful and dynamic to advance implementation of the Verdugo Wash linear park. The Verdugo Wash Master Plan will provide a comprehensive overview of the existing conditions, build upon stakeholder input provided during the Verdugo Wash Visioning, and result in a tangible plan for the future of the Wwash and what it takes to get there. The Verdugo Wash Master Plan will address the following objectives and focus areas.

Verdugo Wash Master Plan. Create a useable master plan document that guides the future of the Verdugo Wash and is flexible enough to adapt to various needs as they change over time.

Community Engagement. Build upon the Verdugo Wash Visioning stakeholder and community engagement process to foster ongoing conversations with community leaders, residents, stakeholders, and local agencies. Utilize public engagement to create successful Verdugo Wash design solutions that are inspired by the local community.

Multi-modal Transportation, Regionalism, and Connectivity. Establish the Verdugo Wash as a multi-modal transportation network to support and enhance the Citywide Pedestrian Plan and Bicycle Transportation Plan and to continue Glendale's role and collaboration in a fast-growing region that embraces active transportation.

Livable Neighborhoods. Enhance community livability, including improving walkability, safety, and physical and mental health through a connected and multi-modal Glendale. Provide opportunities for the Verdugo Wash to connect the community with nature, allowing for changing demographics and populations with diverse ages, cultures, abilities and needs to enjoy the outdoors, and engage in fitness and health activities.

Technology. Identify and plan for emerging technologies or potential social changes and envision how technology can enable better connectivity and interaction for users of the Verdugo Wash.

Branding and Identity. Build upon the strategic branding program developed as part of the Verdugo Wash Visioning to provide a recognizable identity for the Verdugo Wash and the project that will serve as an identifiable symbol and brand to be incorporated into wayfinding and other graphic representation for implementation and design.

Public Art. Activate and inspire the Verdugo Wash through public art that shares the rich history of the community and the region. Explore public artwork that can become integral to the experience of the Verdugo Wash such as signature gateway pieces that welcome the community, art that connects users to the environment or history of the river and its uses, or art that enlivens the Verdugo Wash through light or interactive displays.

Partnerships. Pursue collaborations between government agencies, businesses, developers, schools, and non-profit organizations to enhance the Master Plan process for the Verdugo Wash and to cultivate community generated programming and overall support.

Strategic Implementation and Phasing. Prioritize segments of the Verdugo Wash that best represent the needs of the community and achieve the objectives of the Master Plan to enrich Glendale's public park, trail, and transportation systems.

Build, Maintain, and Activate. Design ~~construction-ready~~ segments of the Verdugo Wash that meet the needs of the greater Glendale community and that can be advanced to the construction documentation phase. Develop a conceptual construction Plan and propose~~Develop~~ an operations and maintenance plan that can be sustained to care for Verdugo Wash assets and facilities in the long term. ~~Activate~~Devise programs, events, and drop-in recreation opportunities to support unique and diverse activities and experiences in the Verdugo Wash. Once a design is selected and finalized, the next phase of the project will be construction, maintenance, and activation. Construction, maintenance, and activation will be implemented through a separate RFP.

Environmental Sustainability and Interconnected Ecologies. Incorporate systems and programs that can carry the Verdugo Wash into the future by adapting to a changing climate and needs over time. Further refine the Verdugo Wash Sustainability Framework and

explore additional opportunities to support the vegetative and wildlife populations through innovative design solutions that foster rich biodiversity and interconnected local and regional ecologies.

Scope of Work

In developing the Verdugo Wash Master Plan, the Consultant shall comply with all applicable local, county, state, and federal design guidelines and requirements including, but not limited to, any imposed by the State of California Department of Transportation (Caltrans), Los Angeles County Flood Control, and as applicable, the United States Army Corps of Engineers.

The focus of the Master Plan process is to create up to three construction-ready design alternatives for each Wash segment, one of which will be selected to be finalized into a construction-ready design for the next phase of the Project; ~~and In developing the Master Plan, the Consultant should~~ assess the impact and constructability of the design alternatives for the Verdugo Wash linear park, including the infrastructure needed to access the Wash. Knowledge and expertise of how implementing the Master Plan ~~the Verdugo Wash~~ will affect, relate to, and impact surrounding development, streetscapes, and the Verdugo Wash linear park itself, is critical to a successful final design.

The following tasks will be required as part of creating the Verdugo Wash Master Plan (the tasks are not required to be completed sequentially and some tasks may need to be completed prior to starting others):

PHASE I: PROJECT MANAGEMENT, COMMUNITY ENGAGEMENT, AND TECHNICAL FRAMEWORK

TASK 1.0 – PROJECT MANAGEMENT

Task 1.1 – Project Kick-off Meeting and Site Tour

- The Consultant shall develop an agenda and materials for a kick-off meeting with City of Glendale staff to discuss the goals of the project and role of the Consultant.
- Administrative items will be discussed such as communication protocol, meeting frequency, progress reporting, scheduling, and invoicing, and other relevant project information (deliverables, project milestones, background documents and data, data sharing and data library, and outreach strategies).
- Following the kick-off meeting, participate in a walking tour with City staff to familiarize the team with the project area and its context and to identify and discuss potential opportunities and constraints.
- A summary of the meeting and site tour shall be provided with key action items identified.

Deliverables: Meeting agenda and participation in kick-off meeting and site tour, meeting and site tour summary, photo documentation, team contact list. Meeting Agenda and deliverables are subject to the City's Project Manager comments and approval.

Task 1.2 – Budget and Schedule

- The Consultant shall complete tasks within the agreed upon budget and schedule. A schedule is required that includes the tasks in this scope of work. The Consultant is required to provide a detailed schedule of the project.
- The Consultant shall prepare monthly invoices and progress reports for payment and ensure ongoing monitoring of the project schedule and budget to achieve key milestones and deliverables. The Consultant shall use the City provided format (**Form HD**) that details tasks, hours, expenditures, and an explanation of progress made on each task and overall project budget.

Deliverables: *Budget and schedule of project, monthly invoices, and progress reports per City approved format. Deliverables are subject to City's Project Manager comments and approval.*

Task 1.3 – Project Status Meetings

- Monthly Project Manager (PM) status meetings shall occur via telephone, video conference (i.e., Microsoft Teams or Zoom), or in person to ensure regular and consistent communication on upcoming tasks and identify any potential risks or challenges to success.
- Participation in the monthly meetings is anticipated to include the City of Glendale Project Manager and the Consultant Project Manager. The status meetings shall occur to ensure the project remains on time and within budget, and expectations are defined. The Consultant shall develop the agenda and prepare a summary of monthly meeting notes.
- The meeting notes should be concise, and will include a defined list of decisions, actions, and responsible party.

Deliverables: *Monthly project manager status meeting (number to be determined based on proposed schedule). Consultant to provide meeting minutes with action items to follow up.*

TASK 2.0 – EXISTING CONDITIONS MEMORANDUM AND BASE PLAN FRAMEWORK

Task 2.1 – Plan Inventory and Background Data

- To gain a thorough understanding of the existing conditions, collect and review relevant background data and documentation such as:
- Pertinent City and agency documents, standards, and regulations, including the Verdugo Wash Visioning Report (and any related memoranda and supporting documents), and any available information regarding the Verdugo Wash as a stormwater conveyance channel.
- Available existing bicycle and pedestrian data collected by the City to identify connection points from the Verdugo Wash to the City's existing and future bicycle and pedestrian infrastructure.
- Existing aerials, topographic contours, and utility infrastructure information is available upon request.

- Review the existing traffic, pedestrian, and bicycle counts and recommend additional data collection necessary for development of the Master Plan.

Deliverables: *Identify needed data, gather, and prepare consolidated digital data library for use by the Project Development Team to inform the Master Plan, maintain and update digital data library throughout the life of the project. All findings are subject to the City's Project Manager comments and approval.*

Task 2.2 – Existing Conditions and Market Study

- Evaluate the Verdugo Wash Visioning Report and identify existing conditions that need to be updated or refined since the report was prepared.
 - **Subtask 2.2.1 – Existing Condition Analysis** Prepare a memorandum that includes the following:
 - Summary of existing conditions including the history of the Wash and update information regarding the baseline hydrology, connectivity, spatial character, ecology, existing operations, and maintenance – including costs, and any other pertinent information as necessary.
 - Set of base maps in ESRI ArcGIS and PDF that show the Verdugo Wash in its entirety.
 - Set of base maps in ESRI ArcGIS and PDF that show initial recommendations and refinements for a phasing and segmentation approach; phasing should be context specific and include recommendations based on Verdugo Wash spatial character as identified in the Verdugo Wash Visioning Report and refined for this analysis.
 - Prepare plan view (longitudinal cross sections cut parallel to the Wash) and transverse cross sections (cut perpendicular to the Wash) for the entirety of the wash that document the existing Verdugo Wash specifications (Wash right-of-way, widths, embankment slope(s), shape, depth/height, topographic contours; storm drainage locations, existing bridge support structures, and any other pertinent information). Cross sections should show existing adjacent land uses, roads (vehicular lanes, turn lanes, bike lanes, lane directions, crosswalks, signal and stop sign locations, bus stops, and on-street parking locations), bridges, and any other pertinent information to the extent feasible.
 - Identify potential locations for pedestrian and bicycle ingress/egress throughout the entirety of the Wash (utilizing metrics such as safety, access, equity, demand, infrastructure, and feasibility). Consultant to coordinate with the Bicycle Transportation Plan process to ensure

consistency and connectivity between the ~~W~~Wash and existing and future bicycle infrastructure.

- Identify and refine the hydrological and hydraulic constraints analyzed in the Verdugo Wash Visioning Report. Hydrological constraints should be identified consistent with the recommended phasing and segmentation mapping.
 - Identify potential constraints regarding implementation and construction of the ~~W~~Wash including refinement of previously identified community considerations that address privacy, safety, noise, wildfire risk, operation and maintenance and any other relevant concerns.
 - The Consultant shall identify local, state, and federal agency requirements related to the proposed project.
- **Subtask 2.2.2 – Market Assessment Study and Cost Benefit Analysis**
 - Consultant to provide market-based parameters that broadly assess local and regional socioeconomic and market factors, including land values adjacent to the entirety of the Verdugo Wash, correlation between open space and property values, potential change in mode split, and overall cost of the Verdugo Wash construction and implementation.
 - Consultant to identify ownership patterns and potential opportunity sites for City acquisition.
 - Consultant shall identify the most likely near-term funding sources which considers local, state, and federal requirements. The information shall include the anticipated schedule for state and federal calls for projects, and key information related to match requirements. The funding information shall be developed to help guide and position eCity staff as project priorities evolve at City.
 - Market Assessment Study shall provide the cost-benefit analytical foundation to support implementation of the Verdugo Wash and its future programming.

Deliverables: Prepare a memorandum that builds upon and further refines the existing conditions analysis in the Verdugo Wash Visioning Report and prepare a Market Study and Cost-Benefit Analysis, provide digital copies of all drafted, documents, maps, and graphics including the source files and associated links (Adobe Illustrator/InDesign, Microsoft Excel, ESRI ArcGIS, etc.). All deliverables, reports and findings are subject to the City's Project Manager comments and approval.

Task 2.3 – Master Plan Framework

- Develop detailed Master Plan Framework that includes: 1) planning context and history; 2) vision; 3) design alternatives; 4) mobility and connectivity; 5) placemaking; 6) the environment (ecology and sustainability); 7) cost and phasing analysis. The Consultant shall work with City staff to identify any additional framework topics and refinement of subtasks.
 - *Subtask 2.3.1 – Planning Context and History*
 - Refine the planning context and history as prepared in the Verdugo Wash Visioning Report including coordination with other planning efforts such as the Bicycle Transportation Plan, Citywide Pedestrian Plan, Glendale Non-Infrastructure Safe Routes to School Program, Glendale Safe & Healthy Streets Plan, and any other planning documents and information that the Consultant recommends.
 - *Subtask 2.3.2 – Vision*
 - The vision shall be based on community values that are refined into specific goals and objectives, developed through in-depth community engagement, and built upon the work already completed in the Verdugo Wash Visioning Report.
 - The Vision process shall encompass the entirety of the ~~W~~wash included in the Verdugo Wash Visioning Report and ~~incorporate the portion of the W~~wash north of the Oakmont Debris Basin to consider connection opportunities to other parks, such as Deukmejian Wilderness Park.
 - *Subtask 2.3.3 – Design Alternatives*
 - Prepare up to three ~~construction-ready~~ design alternatives per ~~W~~wash segment ~~where feasible and practical to do so, and phasing recommendations for each design~~. The design alternatives should consider options for phasing with emphasis on ~~construction-ready~~ concepts ~~that could be readily finalized into construction ready documents, prioritized for t~~The southern portion of the Verdugo Wash located between Confluence Park/Los Angeles River and the Oakmont Country Club/Debris Basin ~~should be prioritized~~.
 - *Confluence Park/Los Angeles River to the Oakmont Country Club/Debris Basin.* Provide at least one quick-build (~~e.g. meaning a~~ less infrastructure intensive) design alternative that proposes how the approximately 7-mile southern portion of the Verdugo Wash would be implemented using a relatively fast timeline and smaller budget. Quick-build design shall integrate public art concepts from Task ~~85-~~ Public Art Master Plan.
 - ~~Subsequent-~~Design alternatives and phasing should focus on alternatives that could be applied to and build-upon the quick-build concept.

- Design alternatives north of the Country Club/debris basin should focus less on ~~construction-ready~~ design alternatives that could quickly be finalized into construction ready documents, and more on high-level visioning, hydrological concepts and constraints, and engineering feasibility.
 - Consultant may propose alternative segments and phases.
 - Design alternatives ~~will~~must include at a minimum: detailed site plans of the Wwash in its entirety and each unique segment, bicycle and pedestrian circulation configurations, Wwash widths, access locations and dimensions, relationship to adjacent uses (parking, public safety, safety from potential vehicular conflicts etc.), utility and lighting locations, landscaping palette, locations for wayfinding and educational signage, and any other pertinent information.
 - Design alternatives will also include detailed renderings.
 - Design alternatives shall consider the hydrological constraints and present ideas that both advance the Wwash as a linear park and a critical piece of stormwater management infrastructure. Designs should illustrate hydrological capacity and how they will address inundation during a flood event. Any design interventions shall demonstrate that there is sufficient hydrologic capacity to accommodate a 1-in-100-year flood event (based on current data) with additional capacity in anticipation of future increases in precipitation intensity due to climate change.
 - Design alternatives should incorporate high-level cost estimates for each of the up to three designs per segment in order to evaluate various cost alternatives in conjunction with Subtask 2.3.7 – Cost and Phasing.
 - Consultant ~~to shall~~ prepare a recommended project and design alternatives in sufficient detail such that the project and alternatives may that meet the criteria to be evaluated as feasible alternatives for preparation of the CEQA document.
 - Ultimately, the design and design alternatives should assess and consider the tradeoffs between the various alternatives, including opportunities to reduce congestion on surface streets, safety considerations between pedestrians, cyclists, and vehicles miles traveling along streets that are adjacent to Wwash access ramps, the relationship between linear park users and surrounding neighborhoods, and other design considerations.
- Subtask 2.3.4 – Mobility and Connectivity

- Identify how the Verdugo Wash can improve connectivity for the Glendale community and how the Wwash is incorporated into the greater region. The mobility framework should outline the correlation between existing and future plans including –but not limited to the Citywide Pedestrian Plan and Bicycle Transportation Plan, the Glendale-Los Angeles Garden River Bridge Project (Glendale Narrows Riverwalk, Phase III), and Metro’s Bus Rapid Transit (North Hollywood to Pasadena Transit Corridor) and First-Last-Mile project. Focus should be on public access for persons of all abilities, connections to adjacent multi-modal transportation networks, and any other gaps or challenges for mobility.
- The Consultant should identify key destinations the Wwash may service for mobility access such as Glendale Community College, the downtown and various shopping areas, connections to the Los Angeles River, major employment centers, transit, schools, and parks.
- *Subtask 2.3.5 – Placemaking*
 - Placemaking framework should create a comprehensive kit of parts for unifying the Wwash’s identity and orientating visitors.
 - Placemaking should focus on creating places for people to gather and be active by identifying opportunities for parks (both adjacent to the Wwash or pocket parks), platforms and crossings, programming, and partnerships.
 - The placemaking framework will create a kit of parts that can be used throughout the Wwash and is based on the various alternatives/segment needs and design constraints.
 - Integral to placemaking, the framework will include development of a series of wayfinding packages that provide a cohesive Wwash brand identity and address the following: regulatory and educational content, programmatic and interpretive content, help visitors orient themselves along the Wwash relative to adjacent areas, and reduce overall sign clutter to convey information concisely. Wayfinding signage will be consistent with the marketing and branding campaign.
- *Subtask 2.3.6 – The Environment*
 - Support a healthy and connected ecosystem through an environmental framework that addresses the local ecology and the Wwash’s long-term sustainability.
 - The environmental framework should refine and expand upon the Verdugo Wash Visioning Report.

- The environmental framework will also address habitat connectivity, wildlife corridor crossings, opportunities for ecological management to support the existing flora and fauna or further encourage species to utilize the Wwash. Targeted species, planting types, and any other pertinent information relative to the biodiversity of the Wwash should be analyzed. In addition, opportunities for stormwater capture, infiltration, water quality treatment, and runoff reduction should be explored.
- Consultant to identify relevant case law in support of the City of Glendale's ability to capture stormwater, use water for infiltration, treat water, and reduce overall runoff into the Wwash.
- The Consultant shall identify three locations for wildlife corridor crossings and prepare design alternatives.
- *Subtask 2.3.7 – Cost and Phasing*
 - To implement the Verdugo Wash Master Plan a cost and phasing analysis related to capital improvements for anticipated (engineering and construction costs), operations and maintenance costs, and potential funding and revenue sources will be conducted.
 - Costs should be organized by the one-time, up-front capital costs to design and construct the design alternatives and placemaking amenities prioritized in this Master Plan as well as the ongoing operations and maintenance costs. Phasing should include timing estimates of how long it will take to build improvements. Estimated costs should be determined using historical data, vendor quotes, industry benchmarks, and expert opinions to develop accurate cost estimates. Consultant may recommend different cost framework structure.
 - The cost framework should, at a minimum, identify an estimated cost for each design alternative and include the following: 1) cost estimates that are bracketed as low, mid, and high; 2) total cost of each phase and design alternative; and 3) total cost of entire project. The cost framework should identify the range of costs associated with specific projects such as segments of a bicycle/pedestrian path, stormwater infrastructure enhancements, signage installation, landscaping improvements, trailhead access, pocket park development, bench installation, pedestrian bridges, etc. and the corresponding potential funding opportunities. The funding sources and opportunities to realize the Verdugo Wash Master Plan may include local, regional, state, and federal funds, sourced from a variety of fund types including transportation, air quality, health, and sustainability funds. The list of funding sources shall include public and private sources and address the specific projects a funding source may qualify for such as stormwater management projects, access, and connectivity

improvements, placemaking, final design, construction, operations, and maintenance, etc.

- The cost framework shall include the total cost of the ~~W~~Wash improvements as well as a cost breakdown by alternative to allow for a modular approach to phasing and implementation and design refinements as necessary. The quick-build design scenario should be a focus of the early phasing and cost analysis.
- The Consultant to identify and reach out to local, state, and federal agencies to determine and identify funding opportunities and requirements to obtain funding. Consultant to ensure the overall Master Plan process is designed and scoped to qualify for various funding sources.
- Framework should include illustrative depictions of the ~~W~~Wash in its entirety as a summary graphics and illustrative depictions of each alternative and segment.
- Written summary that coincides with each alternative and segment and describes the relationship to the vision, goals and objectives, cost, and phasing recommendations.

Deliverables: Prepare a detailed draft Verdugo Wash Master Plan Framework that includes the following topics: 1) planning context and history; 2) vision; 3) design alternatives; 4) mobility and connectivity; 5) placemaking; 6) the environment (ecology and sustainability); 7) cost and phasing analysis. The ~~C~~eonsultant will incorporate staff comments and develop a Final Verdugo Wash Master Plan Framework, provide digital copies of all draft, documents, maps, and graphics including the source files and associated links (Adobe Illustrator/InDesign, Microsoft Excel, ESRI ArcGIS, AutoCAD etc.). All deliverables, reports and findings are subject to the City's Project Manager comments and approval.

TASK 3.0 – COMMUNITY ENGAGEMENT AND OUTREACH

Task 3.1 – Project Development Team Coordination

- The Consultant shall form a Project Development Team (PDT) to provide a venue for discussion of concepts and solicit input on the Verdugo Wash Master Plan. Coordination with City staff is necessary to ensure the project has support by Council and helps provide strategic information for implementation.
- The PDT is expected to be developed through City staff and key community members. The PDT is expected to meet up to a minimum of twelve times throughout the project, initially in person, with subsequent meetings occurring via teleconference or in person. Meetings should be scheduled as appropriate to provide recommendations and solicit input to guide the project.

- Given common desire for increased multimodal transportation, open space, and parks, additional stakeholders should be identified for participation in the PDT including representatives from the Los Angeles County Health Care Agency and the Glendale Unified School District. Additional stakeholder groups shall be considered to broaden partnerships and engagement with groups and individuals that are interested in more open space in the form of the Verdugo Wash linear park.
- The Consultant should ensure stakeholders that were involved in the Verdugo Wash Visioning such as the Tongva Tribe, Arroyos and Foothills Conservancy, and Los Angeles County Public Works Department continue their involvement in the Master Plan process, if they so desire. In addition, the Consultant shall identify and reach out to local, state, and federal agencies (such as the United States Army Corps of Engineers) for participation in the PDT and/or the project.
- The Consultant shall Present the preferred alternative drawings and Preliminary Engineering Study report developed in Task 2 at a minimum six (6) total meetings with the Planning Commission, the Transportation and Parking Commission, City Council, and/or ~~the special community~~ other City Board or Commission. Based on the input of the Commissions and the City Council, prepare the final alternative drawings and Preliminary Engineering Study report.

Deliverables: *Consultant to facilitate and prepare and present PDT presentations (up to 12 meetings) and a minimum of six meetings with City Officials and prepare a summary of each PDT and staff input.*

Task 3.2 – Community Engagement Approach and Outreach Plan

- Development of the Verdugo Wash Master Plan is a collaborative process that serves as the basis for the future of the ~~W~~wash. As such, the Consultant shall develop a comprehensive engagement and outreach plan to capture and ensure that community values are represented at every step of the process to create the Verdugo Wash Master Plan.
- Through this collaborative communication strategy, community values will be refined into specific goals and objectives, developed through in-depth community engagement, and built upon the work already completed in the Verdugo Wash Visioning Report. These goals and objectives will be incorporated into the Master Plan Framework and eventually the Final Master Plan.
- The Consultant shall utilize well-conceived methods to engage the community while ensuring that engagement is inclusive and serves all portions of the City of Glendale, especially communities that are hard-to-reach.
- Engagement will build off the visioning process conducted as part of the Verdugo Wash Visioning Report and should follow up on the key issues identified by the community such as crime and safety, operations and maintenance, privacy,

impacts to surrounding land uses, opportunities for enhanced vegetation, overall costs, and fire risk.

- Communication with specific stakeholders centered around various health, safety, the environment, tribal and cultural resources, and other interested advocacy organizations shall be ongoing as progress is made toward key project milestones.
- Creation of engagement groups per neighborhood along the Wwash, or combinations of neighborhoods with similar contexts and characteristics.
- The Consultant shall prepare collateral materials that can be distributed at outreach events and direct community members to provide key public input. The City is interested in consultant suggestions to uniquely engage the community, such as experiential art, developing a youth art campaign related to walking and bicycling, stormwater management, and the local ecology/environment or coordinating with City to develop demonstration events where the community can experience the Wash in its existing and proposed form. Any public art engagement activities should coincide with development of the Verdugo Wash Public Art Master Plan task identified in this RFP.
- All engagement and outreach materials shall be translated for multilingual audiences (e.g., Armenian, Korean, Spanish, Tagalog), as needed or requested by the public. The Consultant shall provide translation of flyers and content materials across all types of media (online/print) for the entirety of the project.
- The Consultant shall work with City staff to identify additional advocacy groups that might be interested in shared outcomes associated with the project. While City has worked to develop relationships with advocacy groups countywide, additional input is desired, and may be sought from groups that have not typically been involved with multimodal transportation planning work done by City. Example groups may be focused on healthy food access, social equity, environmental health, air quality, or sustainability topics.
- The eCity can help with public engagement throughout the life of the project via City of Glendale existing media including the Glendale website. Additionally, the City already hosts a project website: <https://www.verdugowash.com/>.
- The Consultant shall engage with the community through a digital engagement campaign via social media posts and social media ads to reach a wide and diverse audience.
- The Consultant shall develop strategy to facilitate public input for members of the public without internet access. Methods for non-digital public input may include collaboration with advocates, and community groups, mailed collateral, and public outreach event participation.

- The Consultant shall coordinate with City staff to identify community festivals or events to attend, promote the project, and solicit input through interactive outreach. Participation through a booth at community events has proven useful to engage a broad spectrum of the community attending the community event and raising awareness of the Verdugo Wash project.

Deliverables: Prepare a draft Community Engagement and Outreach Plan, consistent with the branding and marketing task contained in this RFP, and prepare copy and graphics for the project website, print media, social media and blog posts, and e-blasts. All deliverables, reports and findings are subject to the City's Project Manager comments and approval.

Task 3.3 – Project Website

- The Consultant shall update or create a new website for the Verdugo Wash Master Plan.
- The website shall function as a digital archive for the master planning process and include a bulletin board for upcoming meetings and events and be utilized for digital surveys and outreach.
- The website shall provide access to all public presentations, digital mapping, technical memos, and drafts of the Master Plan document.
- Ultimately, the website will be developed into an interactive version of the Master Plan that can reflect the individual designs and strategies as well as updates on the status of each proposed segment or phase.

Deliverables: Maintain and update the project website based on project progress and with request of the City's Project Manager, check website for broken links and update as necessary. Ensure website materials, theme, banners, etc., are consistent with branding and marketing materials.

Task 3.4 – Community Engagement

- Based on the Community Engagement and Outreach Plan the Consultant shall attend and engage the public at multiple community events. Attendance at community events may be facilitated through demonstration events to illustrate tactical urbanism concepts. Small interactive and pop-up events at a community event may provide a livelier method to solicit input and engage event attendees.
- Consultant to prepare and engage the community through various methods that may include but are not limited to: Wash site tours, stakeholder interviews, pop-up events, interactive outreach activities, small-group interviews with representatives from community organizations, City departments and other agencies, online surveys, a random-sample phone survey of residents conducted by an independent research firm, community workshops, and updates/study sessions with the Council and various boards. The Consultant shall work with City staff to determine the number of outreach activities.

- In addition, City staff and consultant will provide updates to the Council, stakeholders, and Commissioners on the status of the project. Anticipated presentations will occur at the beginning of the project, after the completion of major deliverables such as the Base Plan Framework and the Draft Master Plan, and near or at final completion to keep elected representatives up to date on the project goals and objectives, outreach results, and community involvement.
- Consultant should utilize participatory planning and mapping websites (such as Maptionnaire, etc.) to allow community members to identify and score the design alternatives for the Verdugo Wash Master Plan. Digital media shall be utilized to solicit community input on barriers and challenges, and to provide guidance on desired improvements and concepts. Methods to engage the community should continue to evolve, through online surveys, dedicated project websites, mapping tools, and text-based engagement campaigns. The Consultant shall recommend and develop an effective method for digital engagement to gain input online. The results of online input shall be summarized and provided for consideration in developing the Verdugo Wash Master plan.

Deliverables: Consultant to engage the community, solicit input through online surveys and mapping websites, and prepare interim summaries of the outreach process and results to be presented by Consultant and City staff at Council and Commission meetings.

Task 3.5 – Community Engagement and Outreach Findings

- At the conclusion of the outreach process, the Consultant shall prepare a summary report of the multi-faceted community outreach program created for the Verdugo Wash Master Plan project.
- The report should include a summary of the methodology, outreach activities conducted, dates of activities, number of participants at each event, summary of each event, and high-level overview of the key themes and priorities that ultimately formed the goals and objectives for the project.
- These findings will be incorporated as an appendix to the final Master Plan.

Deliverables: Prepare a report on the community engagement and outreach process that details the overarching findings of the community outreach conducted for the Verdugo Wash Master Plan project and summaries per stakeholder group and/or neighborhood summaries per stakeholder group and/or neighborhood to be included as an appendix in the final Master Plan. Provide digital copies of all drafts, documents, maps, and graphics including the source files and associated links (Adobe Illustrator/InDesign, ESRI ArcGIS, etc.) All deliverables, reports and findings are subject to the City's Project Manager comments and approval.

TASK 4.0 – MARKETING AND BRANDING

Task 4.1 – Marketing

- The Consultant shall develop a marketing campaign to promote attendance from as many Glendale community members as possible at all outreach and engagement events.
- The marketing campaign shall utilize the project website, social media blasts, newsletters, newspapers, flyers, and any other media to promote and solicit feedback for outreach and general awareness of the project.
- A consistent branding and messaging template shall be developed for use in various media (flyers, banners, webpage, etc.).
- The marketing campaign will be used to garner interest on the project.

Deliverables: Marketing campaign and templates for marketing materials. Provide digital copies of all drafts, documents, maps, and graphics including the source files and associated links (Adobe Illustrator/InDesign, ESRI ArcGIS, etc.) All deliverables, reports and findings are subject to the City's Project Manager comments and approval.

Task 4.2 – Branding

- The Consultant shall build off the branding program created for the Verdugo Wash Visioning to create a recognizable identity for the Verdugo Wash and the project.
- A style guide will be developed to ensure the project has an identifiable brand that is incorporated into wayfinding, informational and educational signage, marketing materials, social media campaigns, outreach events, placemaking efforts, written reports and presentations, and any other graphic representation of the Verdugo Wash.
- The Consultant shall develop one logo and two alternatives that will represent the Verdugo Wash.
- The style guide should at a minimum identify a color palette, primary and secondary fonts (headers, lists, quotes), identify how images should be placed and captioned, table and chart designs, City logo placement, and any other design elements appropriate for inclusion in a style guide.

Deliverables: Branding, logo, and style guide. Provide digital copies of all drafts, documents, maps, and graphics including the source files and associated links (Adobe Illustrator/InDesign, ESRI ArcGIS, etc.) All deliverables, reports and findings are subject to the City's Project Manager comments and approval.

TASK 5.0 – FINAL FRAMEWORK AND MAJOR DELIVERABLES

Task 5.1 – Updated Master Plan Framework

- Consultant to prepare an updated Master Plan Framework based on public input and feedback from City staff.
- Each framework section should be refined based on the vision and goals and objectives developed for the Master Plan.

- ~~Each design alternative and segment should be refined and narrowed down to two technical alternatives per segment. The Updated Master Plan Framework will highlight the final design alternative selected by the City and the Consultant from the schematic design alternatives for each Wash segment. Each~~The final design alternative should include the same elements as identified in Task 2 – Existing Conditions Memorandum and Base Plan Framework [e.g., detailed site plans of the Wash in its entirety and each unique segment, bicycle and pedestrian circulation configurations, Wash widths, access locations and dimensions, relationship to adjacent uses (parking, public safety, etc.), utility and lighting locations, landscaping palette, locations for wayfinding and educational signage, and any other pertinent information].
- The Consultant will prepare and present a presentation for City Council on the updated framework for staff review and edits. Staff will review the presentation and provide the Consultant with edits. Consultant will then prepare and present the presentation to Council based on staff edits.

Deliverables: Updated Master Plan Framework. Update to City Council. Provide digital copies of all drafts, documents, maps, and graphics including the source files and associated links (Adobe Illustrator/InDesign, ESRI ArcGIS, etc.). All deliverables, reports and findings are subject to the City's Project Manager comments and approval.

Task 5.2 – Transportation Study

- After completing the Master Plan Framework refinement described in above Task 5.1, use the City's traffic model to prepare a draft Traffic Study that analyzes the effects on traffic flow for the areas immediately adjacent to and that provides access to the Verdugo Wash along Glendale's surface streets in comparison to existing traffic conditions. Also, the study shall discuss how the introduction of the Verdugo Wash linear park could potentially reduce the number of vehicle miles travelled and average daily trips.
- The Traffic Study shall also analyze the proposed project's transportation impacts per the significance criteria included in the California Environmental Quality Act (CEQA). The Traffic Study shall be structured to be used as substantial evidence to support the CEQA analysis.
- Update the draft Transportation Study to a Final Traffic Study once the alternatives are narrowed down to one preferred alternative (Task 6). Also include a summary of the findings and recommendations in the technical appendices to the Verdugo Wash Master Plan (also Task 6).
- Transportation Study must include Vehicle Miles Travelled Analysis per requirements of SB743 and City's Transportation Analysis Guidelines.

Deliverables: Draft and Final Traffic Study. The Consultant will incorporate staff comments and develop a Final Verdugo Wash Master Plan Transportation and VMT Study. Provide digital copies of all draft documents, excel files, modeling, maps, and graphics including the

source files and associated links (Adobe Illustrator/InDesign, base spreadsheets, ESRI ArcGIS, etc.). All deliverables, reports and findings are subject to the City's Project Manager comments and approval.

Task 5.3 – Conceptual Construction Plan and Proposed Operations and Maintenance Plan

- Consultant to refine the initial cost and phasing analysis based on the updated design alternatives into a Conceptual Construction Plan and Proposed Operations and Maintenance Plan.
- Cost and phasing framework should be expanded to include a conceptual construction plan that illustrates which design alternatives should be built first (with emphasis on the quick-build design) and how the Wash is constructed in relation to existing infrastructure such as the need to continue its function as a stormwater conveyance or in relation to existing bridges (roadways) and stormwater drains.
- The conceptual construction plan should also include how existing and proposed pedestrian and bicycle improvements would be incorporated during/after construction of the Verdugo Wash linear park. In addition, the construction plan should include a right-of-way analysis to identify the potential need for land acquisition.
- The construction plan should also include estimated timelines by phase and a conceptual staging plan that discusses impacts to street network rights-of-way and whether those would need to be temporarily closed during certain phases of construction.
- Costs related to each capital improvement, including ~~(engineering costs)~~, operations and maintenance costs, and potential revenue sources should be refined based on the preferred alternatives. The costs should include the same considerations as described in Task 2 – Existing Conditions Memorandum and Master Plan Framework.
- Consultant to prepare a Proposed Operations and Maintenance Plan that includes: 1) responsible parties and their role (e.g., security and safety personal, police, maintenance workers, etc.); 2) maintenance procedures (e.g., tasks, schedules, and checklists); 3) operations procedures (day-to-day operations, staffing, safety procedures, emergency response plans, call boxes, trash removal, etc.); 4) stakeholder engagement (e.g., ambassador volunteer program, community organizations, resident and business outreach, etc.); 5) performance monitoring and reporting; and 6) any other pertinent items for O&M.

Deliverables: Updated Master Plan Cost and Phasing Framework with a Conceptual Constuction Plan and Proposed Operations and Maintenance Plan ~~and conceptual construction plan~~ incorporated into the final framework. Provide digital copies of all drafts, documents, maps, and graphics including the source files and associated links (Adobe Illustrator/InDesign, ESRI ArcGIS, etc.). All deliverables, reports and findings are subject to the City's Project Manager comments and approval.

Phase I Deliverables

1. Background Data
2. Existing Conditions Memorandum
3. Market Study
4. Master Plan Framework
5. Community Engagement and Outreach Plan
6. Project Website
7. Marketing and Branding Campaign
8. Traffic Study
9. Conceptual Construction Plan
10. Proposed Operations and Maintenance Plan

PHASE II: FINAL MASTER PLAN

TASK 6.0 – DRAFT AND FINAL VERDUGO WASH MASTER PLAN**Task 6.1 – Draft Verdugo Wash Master Plan**

- Consultant to provide a draft Verdugo Wash Master Plan for the City’s review and approval.
- After ~~completing the refinement of~~ the Master Plan Framework is refined based on City review and approval, use the approved framework to develop a more detailed Master Plan with recommendations on a preferred alternative approach for each segment of the Wwash. The Consultant should use their expertise to develop the Master Plan structure, example chapters may include the following overarching topics:
 - Plan Overview/Executive Summary
 - Introduction
 - Community Vision, Goals, and Objectives
 - Background and Context (Existing Conditions Summary)
 - Engagement Summary
 - Preferred/Recommended Design Alternative/Components with Engineering and Construction Plan
 - Stormwater Management
 - Resilient Ecosystem
 - Preferred Alternative Implementation (Cost, Phasing, and Operations and Maintenance)
 - Acknowledgements
 - Glossary of Terms
 - Appendices
- The Master Plan ~~should will~~ include clear and comprehensive narrative and graphics that encompass all the plan elements and outline the community’s vision, goals, and objectives for the future of the Wash.
- The Master Plan should include at least one final engineering cost estimate prepared for the preferred alternative at the approvals stage of the project.
- The Master Plan should also incorporate appendices that summarize each of the technical analyses and outreach associated with the framework development and any other references as appropriate.
- The Consultant will prepare an administrative draft for staff review and edits. Staff will review the administrative draft and provide the Consultant with edits. Consultant will then prepare a Draft Verdugo Wash Master Plan ~~for public hearings based on staff edits~~.
- ~~In addition, t~~Ihe draft Master Plan will be published online and promoted through the City of Glendale’s various media outlets. The Consultant shall present a summary of

the draft Master Plan to the: PDT, Glendale Transportation Commission, Planning Commission, and the City Council.

Deliverables: Draft Master Plan for public hearings. Provide digital copies of all drafts, documents, maps, and graphics including the source files and associated links (Adobe Illustrator/InDesign, ESRI ArcGIS, etc.).

Task 6.2 – Final Verdugo Wash Master Plan

- The Consultant will address any direction and feedback from Council to produce a final Verdugo Wash Master Plan which will be analyzed in the appropriate CEQA document, as detailed in Phase III herein below. Upon completion of CEQA review, the Final Verdugo Master Plan will be presented to the City Council for review and adoption.

Deliverables: Final Master Plan and CEQA documentation for adoption. Provide digital copies of all drafts, documents, maps, and graphics including the source files and associated links (Adobe Illustrator/InDesign, ESRI ArcGIS, etc.).

Task 6.3 – Signage and Wayfinding Kit

- Consultant to develop a signage and wayfinding kit/package that can be used interchangeably throughout the various alternatives and segments of the Wwash.
- Wayfinding should provide a cohesive Wwash brand identity and address the following: regulatory and educational content, programmatic and interpretive content, help visitors orient themselves along the Wwash relative to adjacent areas, and reduce overall sign clutter to convey information in a clear and concise way. Wayfinding signage will be consistent with the marketing and branding campaign.
- Wayfinding signage shall be consistent and safely guide visitors to and from the Verdugo Wash as well as nearby landmarks, facilities, and community services.
- The signage kit shall include graphic representations of: two types of monument signs, large wayfinding map kiosk, small wayfinding map kiosk, two types of free standing wayfinding signs, placemaking bollard sign, three interpretive signs (large, medium, and small), mile markers, regulatory signage (operating hours, usage restrictions, etc.), pole mounted sign, fence and wall mounted signs, yield sign, and a community posting kiosk and any other required regulatory or safety signage.
- The wayfinding kit shall identify on a map where and what type of signage should be placed, the material of each sign, and lighting requirements (if any).
- The wayfinding kit will provide a short description of each sign type, a graphic representation, and siting recommendations throughout each segment of the Wwash.

Deliverables: Signage and wayfinding design kit. The wayfinding kit will be incorporated into the Placemaking framework and the Final Master Plan. Provide digital copies of all

drafts, documents, maps, and graphics including the source files and associated links (Adobe Illustrator/InDesign, ESRI ArcGIS, etc.).

Phase II Deliverables
<p><u>1.</u> Draft <u>Master Plan</u></p> <p>1.2. and Final Master Plan</p> <p>2.3. Signage and Wayfinding Design Kit</p>

PHASE III: ENVIRONMENTAL ANALYSIS

TASK 7.0 – ENVIRONMENTAL REVIEW

Task 7.1 – Environmental Document

- Consultant shall identify all aspects of environmental review required for the proposed project and describe the scope of work and prepare necessary documents/reports as required under the California Environmental Quality Act (CEQA).
- All CEQA work listed shall conform to CEQA statutes, case law, and the latest version of the State CEQA Guidelines.
- Consultant's proposal shall specifically list the required CEQA notices and filings, and the timelines for publication and filing of same. Wherever possible, the Consultant should identify environmental constraints and opportunities to minimize costs and time delays.
- Consultant to prepare and present the presentation for any scoping meetings as necessary.
- Consultant to prepare and disseminate public notices as required by CEQA.
- Following any required CEQA public comment period, Consultant shall review public comments on the draft environmental document and provide responses to the City for review.
- Consultant shall prepare the final environmental document for the project and shall attend public meetings on adoption or certification of the CEQA document.

Deliverables: *Environmental Document required by CEQA, associated notices, and public presentations. Provide digital copies of all drafts, documents, maps, and graphics including the source files and associated links (Adobe Illustrator/InDesign, ESRI ArcGIS, etc.).*

Phase III Deliverables
1. CEQA Document

ADDITIONAL REQUIRED TASK

TASK 8.0 – VERDUGO WASH PUBLIC ART MASTER PLAN

Task 8.1 – Public Art Master Plan

- Consultant to create a Public Art Master Plan that enhances the Verdugo Wash, where visitors encounter works of public art that will surprise and delight them through a celebration of the voices, experiences, and values of all Glendale residents through the work of visual artists, performers, and musicians along the Verdugo Wash linear park.

- The Public Art Master Plan shall outline how public artwork is integral to the experience of the Verdugo Wash through signature gateway pieces that welcome the community, art that connects users to the environment or history of the river and its uses, or art that enlivens the Verdugo Wash through light or interactive displays.
- The Public Art Master Plan will encourage exploration and ecological education throughout the Verdugo Wash linear park by recommending various forms of art both temporary and permanent that explores nature and the environment.
- Consultant to coordinate with the public engagement and outreach task to solicit ideas about public art from the Glendale community.
- The Public Art Master Plan will consist of a written report that has goals and objectives with practical strategies for implementation and a community-driven vision that will guide development of priority art projects throughout the Wwash. The Public Art Master Plan will include optimal locations for public art and a phasing plan to implement art works.
- A framework will be developed that establishes guidelines for public art and identifies appropriate locations for various art media throughout the Wwash.
- To facilitate public art and public art partnerships the Consultant will develop a funding and implementation framework that identifies revenue and grant sources. The funding framework will include an overview of up-front capital costs and maintenance costs. Funding framework should explore both private and public funding mechanisms.
- The Consultant will coordinate with stakeholders, agencies, and organizations such as the appropriate City departments, private developers, arts and cultural organizations, and local artists to facilitate realization of public art along the Wwash.
- The Consultant will prepare an administrative draft Verdugo Wash Public Art Master Plan for staff review and edits. Staff will review the administrative draft and provide the Consultant with edits. Consultant will then prepare a Draft Verdugo Wash Public Art Master Plan for incorporation into the Verdugo Wash Master Plan.
- The culmination of the Public Art Master Plan shall result in the implementation of Public Art for the phased design approach of the Verdugo Wash with the first art works to be implemented for the Quick-Build design alternative. Subsequent art works shall be implemented as the phasing and construction of the Verdugo Wash progresses as identified in the Public Art Master Plan.

Deliverables: Draft and Final Public Art Master Plan. Provide digital copies of all drafts, documents, maps, and graphics including the source files and associated links (Adobe Illustrator/InDesign, ESRI ArcGIS, etc.) for City staff review and comments.

Additional Deliverables
1. Public Art Master Plan

****IN ADDITION TO THE ABOVE TASKS, THE CONSULTANT IS ENCOURAGED TO IDENTIFY ADDITIONAL TASKS APPROPRIATE FOR COMPLETION OF A SUCCESSFUL VERDUGO WASH MASTER PLAN. ****

EXHIBIT 2 – Insurance Requirements

SEE the last pages of the RFP

“WORKERS’ COMPENSATION” INSURANCE

~~1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain—and shall require each of its Subcontractors to obtain and maintain—for the duration of this Agreement:~~

~~(A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and~~

~~(B) Employer’s Liability insurance in an amount not less than:~~

~~(1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease.~~

~~(2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and~~

~~(3) ONE MILLION DOLLARS (\$1,000,000) policy limit.~~

~~1.2 CONTRACTOR shall provide CITY with a “**certificate of insurance**” and a subrogation endorsement, “**Waiver of Our Right to Recover from Others**” on forms satisfactory to the City Attorney or City’s Risk Manager and signed by the insurance carrier or its authorized representative—which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.~~

~~1.3 CITY shall not be liable to CONTRACTOR’s personnel, or anyone CONTRACTOR directly or indirectly employs or uses, for a claim at law or in equity arising out of CONTRACTOR’s failure to comply with this Agreement’s workers’ compensation insurance requirements.~~

“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

~~1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain—and shall require each of its Subcontractors to obtain and maintain—a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an **occurrence** basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as **additional insureds**.~~

~~1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES.~~

~~ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:~~

- ~~(A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person.~~
- ~~(B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person.~~
- ~~(C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and~~
- ~~(D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.~~

~~1.3 The liability insurance must include all major divisions of coverage and must cover:~~

- ~~(A) Premises Operations (including Explosion, Collapse, and Underground ["X, C, U"] coverages as applicable);~~
- ~~(B) Independent Contractors' Protective Liability.~~
- ~~(C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement).~~
- ~~(D) Personal and Advertising Injury (with Employer's Liability Exclusion deleted).~~
- ~~(E) Contractual Liability; and~~
- ~~(F) Broad Form Property Damage.~~

~~1.4 CONTRACTOR shall provide CITY with a "**certificate of insurance**" and an "**additional insured endorsement**"— on forms satisfactory to the City Attorney or City's Risk Manager and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.~~

~~1.5 The "certificate of insurance" and an "additional insured endorsement" must state:~~

~~"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made, or a suit is brought. The issuing~~

~~company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."~~

"BUSINESS AUTOMOBILE" LIABILITY INSURANCE

~~1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain—and shall require each of its Subcontractors to obtain and maintain—a "Business Automobile" insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.~~

~~1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:~~

- ~~(A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and~~
- ~~(B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or~~
- ~~(C) ONE MILLION DOLLARS (\$1,000,000) combined single limit ("CSL").~~

~~1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.~~

~~1.4 CONTRACTOR shall provide CITY with a "certificate of insurance" and an "additional insured endorsement"—on forms satisfactory to the City Attorney or City's Risk Manager and signed by the insurance carrier or its authorized representative—which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.~~

~~1.5 The "certificate of insurance" and an "additional insured endorsement" must state:~~

~~"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of—and will not contribute with—this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made, or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."~~

GENERAL REQUIREMENTS

~~1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:~~

- ~~(A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”).~~
- ~~(B) It must be domiciled within, and organized under the laws of, a State of the United States; and~~
- ~~(C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A: VII,” or better.~~

~~1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONTRACTOR shall submit to CITY with the final Application for Payment all certificates and additional insured endorsements evidencing the coverages’ continuation.~~

~~1.3 A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:~~

- ~~(A) The amount of the deductible, or self-insured retention, or both.~~
- ~~(B) Whether a limit of insurance has been lowered by any pending or paid claim; and~~
- ~~(C) The current limit amount, as lowered by the pending or paid claim.~~

~~1.4 Despite any conflicting or contrary provision in CONTRACTOR’s insurance policy:~~

- ~~(A) If CONTRACTOR’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:~~
 - ~~(1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and~~

~~(2) Defend and pay the costs of defending CITY, or its representatives, or both.~~

- ~~(B) CONTRACTOR’s insurance is primary.~~
- ~~(C) Other insurance (whether primary, excess, contingent or self insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONTRACTOR’s insurance.~~
- ~~(D) CITY’s insurance, or self insurance, or both, will not contribute with CONTRACTOR’s insurance policy.~~
- ~~(E) CONTRACTOR and CONTRACTOR’s insurance company waive and shall not exercise any right of recovery or subrogation that CONTRACTOR or the insurer may have against CITY, or its representatives, or both.~~

- ~~(F) CONTRACTOR's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made, or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability.~~
- ~~(G) CONTRACTOR's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and~~
- ~~(H) CITY is not liable for a premium payment or another expense under CONTRACTOR's policy.~~

~~1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:~~

~~(A) Review this Agreement's insurance coverage requirements; or~~

~~(B) Require that CONTRACTOR:~~

- ~~(1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
 - ~~(a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement.~~
 - ~~(b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement; or~~
 - ~~(c) The availability, or affordability, or both, of increased liability insurance coverage.~~~~
- ~~(2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or~~
- ~~(3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.~~

~~1.6 CONTRACTOR shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONTRACTOR must maintain after the Final Payment.~~

~~1.7 CONTRACTOR's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.~~

~~1.8 CONTRACTOR shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONTRACTOR shall deliver to CITY evidence of the required coverage as proof that CONTRACTOR's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.~~

~~1.9 At any time, upon CITY's request, CONTRACTOR shall furnish satisfactory proof of each type of insurance coverage required—including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONTRACTOR's self insurance program—all in a form and content acceptable to the City Attorney or City's Risk Manager.~~

~~1.10 If CONTRACTOR hires, employs, or uses a Subcontractor to perform work, services, operations, or activities on CONTRACTOR's behalf, CONTRACTOR shall ensure that the Subcontractor:~~

~~(A) Meets, and fully complies with, this Agreement's insurance requirements.~~

~~(B) Delivers to CITY—for its review, or approval, or both—all insurance policies, certificates, and endorsements that this Agreement requires; and~~

~~(C) Furnishes CITY, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for CITY's review, or approval, or both.~~

~~1.11 CONTRACTOR's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONTRACTOR's performance of this Agreement or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONTRACTOR.~~

CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

~~1.1 CONTRACTOR shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents unless an exception below applies. When CONTRACTOR signs and delivers the Agreement to CITY, CONTRACTOR also shall deliver:~~

~~(A) A "certificate of insurance" for each required liability insurance coverage.~~

~~(B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require CONTRACTOR to~~

~~obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage.~~

~~(C) A “certificate of insurance” for Workers’ Compensation insurance; or~~

~~———— If CONTRACTOR is self-insured for workers’ compensation, a copy of the “Certificate of Consent to Self-insure” from the State of California; or~~

~~———— If CONTRACTOR is lawfully exempt from workers’ compensation laws, an “Affirmation of Exemption from Labor Code §3700” form.~~

~~(D) A subrogation endorsement, “Waiver of Our Right to Recover from Others,” for Workers’ Compensation coverage; and~~

~~(E) A complete copy of CONTRACTOR’s Professional Liability insurance policy, including all forms and endorsements attached to it.~~

~~———— 1.2 CITY will neither sign this Agreement nor issue a “Notice to Proceed” until the City Attorney or City’s Risk Manager has reviewed and approved the insurance documents. CITY’s decision as to the acceptability of all insurance documents is final. Unless CONTRACTOR obtains CITY’s written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate or an endorsement’s form and content, or both.~~

~~———— **INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**~~

~~———— 2.1 The Agreement’s insurance provisions:~~

~~(A) Are separate and independent from the indemnification and defense provisions in the Agreement; and~~

~~(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in the Agreement.~~

EXHIBIT 3 – Sample Contract Professional Services Agreement

The proposed Contract Professional Services Agreement (“PSA”) below is a draft containing typical contract provisions. is set forth below. ~~THIS IS A DRAFT VERSION OF THE CONTRACT.~~ The City reserves the right to revise this draft PSA proposed Contract, including its service-related terms, conditions, requirements, specifications, or minimum performance standards. **THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.**

____ CONTRACT/PSA No. ____

(For Architect, Landscape Architect, Professional Engineer, or Professional Land Surveyor)

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF GLENDALE AND

THIS AGREEMENT (“Agreement”), effective _____, 20_____
 (“Effective Date”), is between the City of Glendale (“CITY”), a municipal corporation, and _____ (“CONSULTANT”), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, “PARTIES” or individually, “PARTY”).

RECITALS

A CITY is a public entity organized and existing under its Charter and the State of California’s Constitution.

B. CONSULTANT represents that CONSULTANT is, and will continue to be for this Agreement’s duration, a [(Name of State) corporation in good standing/ partnership/ limited partnership/ limited liability company/ a sole proprietorship/ an individual.] **[NOTE: staff must verify corporate status/ partnership/ LLC and Consultant’s license, if any, and obtain proof.]** **[ADD, IF APPLICABLE: (which) (who) employs persons who are duly registered or licensed to practice in the State of California.]**

C. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s tasks in a professional and competent manner.

D. CONSULTANT desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, CITY engages CONSULTANT's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which CITY and CONSULTANT have entered into this Agreement. CITY and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

[Select one of the following alternatives:]

2.1. **[OPTION 1]** This Agreement begins on the Effective Date and continues in effect until completion of the work described in Article 3, unless this Agreement ends sooner according to the terms elsewhere in this document.

2.1. **[OPTION 2]** This Agreement's Term is [#] [months/ years], beginning on [DATE] and ending on [DATE], unless this Agreement ends sooner according to the terms elsewhere in this document.

3.0 SERVICES

3.1. **Scope of Work.** CONSULTANT shall [specify services to be provided] ("the Services") in accordance with the Scope of Work [**ADD, IF APPLICABLE:** and Fee Schedule], which is attached as "Exhibit A" to this Agreement and is incorporated into it by this reference. [**NOTE: "Exhibit A" must set forth in detail the nature and extent of services that professional person or firm will render. Scope of Work should identify specific tasks, list, and describe any deliverables, and specify procedures/ criteria for acceptance.**]

3.2 Written Authorization.

(A) CONSULTANT shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONSULTANT provides additional services or materials without written authorization, or if CONSULTANT exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONSULTANT proceeds at CONSULTANT's own risk and without payment.

(B) CITY will authorize CONSULTANT to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONSULTANT to proceed with each task. [**ADD, IF APPLICABLE:** Each Task Order will specify a not-to-exceed price and a schedule for completion of the task. CONSULTANT shall not exceed the not-to-exceed price in each

Task Order.] In performing each phase or task, CONSULTANT shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONSULTANT and its Subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services.
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work product.

- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to CITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

4.0 TIME FOR PERFORMANCE

[Select one of the following alternatives:]

4.1. **[OPTION 1]** CONSULTANT shall complete all of the Services by [DATE]
_____.

4.1. **[OPTION 2]** CONSULTANT shall perform the Services according to the Project Time Schedule, which is attached as "Exhibit B" to this Agreement and is incorporated into it by this reference. CONSULTANT shall complete all of the Services by [DATE].

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from CITY's Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a "force majeure"—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster—prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY's control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet [SET FORTH SPECIFIC TIMES: hourly/ daily/ weekly/ as needed] to coordinate, review, and ensure CONSULTANT's performance.

under this Agreement. CITY's Project Manager will oversee the administration of CONSULTANT's tasks under this Agreement.

5.2. **Key Personnel.** CONSULTANT's project team shall work under the direction of the following key personnel **[IDENTIFY CONSULTANT's KEY PERSONNEL AND TITLE]**. **[OR STATE: CONSULTANT shall employ the key personnel identified in "Exhibit A."]** CONSULTANT shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With CITY's prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities ("Subconsultants") that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT's duties. CITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and CITY. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed, or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that.

CITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of CITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

5.9. **Executive Order N-6-22 – Russia Sanctions.**

(A) CITY may be using State of California grant funds for this Agreement. Accordingly, because CITY may be paying, awarding, or providing CONSULTANT with that State grant money, in whole or in part, CONSULTANT must fully comply with the Governor's March 4, 2022, Executive Order N-6-22 (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) ("State Executive Order"). The State Executive Order concerns economic sanctions ("Economic Sanctions") and other sanctions imposed by the U.S. government, and the State of California, in response to Russia's actions in Ukraine.

(B) CONSULTANT is solely responsible for reviewing the State Executive Order in full and complying with its requirements, as applicable. CONSULTANT states and represents that CONSULTANT has read the State Executive Order, is not the subject or target of any Economic Sanctions, and will comply with any request to report information or submit documents to the State, or CITY, or both, before or after the expiration, termination, or cancellation of this Agreement.

(C) At any time and upon written notice to CONSULTANT, CITY, in its sole discretion, may either immediately invoke any one or more of the remedies listed in Paragraph 13.3 for Default under Paragraph 13.1(B), or terminate this Agreement for CITY's convenience under Paragraph 13.4, if CITY determines that any one or more of the following circumstances or events have occurred:

- (1) CONSULTANT is the subject or target of Economic Sanctions;
- (2) CONSULTANT is conducting prohibited transactions with sanctioned individuals or entities; or
- 5.8.(3) CONSULTANT has failed to comply, in any manner, with the State Executive Order.

6.0 FACILITIES

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use a CITY facility, CONSULTANT shall meet and confer with CITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. CITY's payment to CONSULTANT will be based upon CONSULTANT's Fee Schedule, which is attached as "Exhibit C" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit C" must include a breakdown of the not-to-exceed amount, including hourly rates for project staff, any overtime rates, a list and the rate for any reimbursable expenses, or a statement that costs are included in the hourly rate, and an explanation of any mark-ups.]** Except as itemized in the Fee Schedule, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

[Select one of the following provisions:]

7.2. **Fee.** [OPTION 1] CITY shall pay for the Services in a lump sum, which is not to exceed _____ dollars (\$ _____), upon CONSULTANT's satisfactory completion of the Services and CONSULTANT's delivery of the work product.

7.2. **Fee.** [OPTION 2] CITY shall pay for the Services that CONSULTANT performs in accordance with this Agreement at the hourly rate(s) specified in "Exhibit C," the TOTAL amount of which is not to exceed _____ dollars (\$ _____).

7.2. **Fee.** [OPTION 3] CITY shall pay for the Services in **IF PAYMENTS ARE IN INTERVALS, SPECIFY A PERIOD (e.g., monthly/ quarterly) OR SPECIFY A QUANTITY (e.g., two/ three/ five)** installments, the TOTAL amount of which is not to exceed _____ dollars (\$ _____). Each installment will be payable upon satisfactory completion, in CITY's determination, of the work in each phase identified below, and in an amount proportionate to the work CONSULTANT performed or completed within each phase:

<u>Phase:</u>	<u>Description:</u>	<u>Amount:</u>
I –	[Example: Construction Documents]	\$ _____
II –	[Example: Bid Documents]	\$ _____
III –	[Example: Construction Support]	\$ _____
IV –	[Example: Project 's Closeout]	\$ _____
TOTAL		\$ _____

7.3. If CITY requires additional work not included in this Agreement, CONSULTANT and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. **Maximum Cost.** CONSULTANT expressly acknowledges that the total cost to complete all tasks set forth in "Exhibit A" must not exceed _____ dollars (\$ _____) ("Maximum Cost"). When CONSULTANT has billed 75% of the Maximum Cost, CONSULTANT shall provide written notice to CITY's Project Manager that CONSULTANT has expended 75% of the Maximum Cost.

7.5. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.6. **Invoices.** CONSULTANT shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

8.0 AUDIT BY CITY

8.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

91. **Copies of Data.** CONSULTANT shall provide CITY with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

92. **Ownership and Use.**

(A) Unless CITY states otherwise in writing, each document—including, but not limited to, each report, draft, record, drawing, or specification (collectively, "work product")—that CONSULTANT prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY's exclusive property.

(B) CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

93. **Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products—in whole or in part—into CONSULTANT's work product, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

94. Confidentiality. CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without CITY's prior written authorization, CONSULTANT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

94.

95. Public Records Act.

(A) CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 et seq.), including its exemptions. CONSULTANT acknowledges that CITY has no obligation to notify CONSULTANT when a request for records is received.

(B) CONSULTANT shall identify in advance all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(C) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONSULTANT may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information or redact portions of the documents and produce the redacted records.

(D) If CONSULTANT fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, CITY may produce the records— in whole, in part, or

redacted— or may decline to produce them.

(E) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS

10.1. **Conflict of Interest.** CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY.

(B) CONSULTANT will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term.

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

10.2. **Campaign Contributions.**

(A) CONSULTANT and its Subconsultants shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONSULTANT's and its Subconsultants' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

- (1) A consultant (including a subconsultant)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and
- (2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a consultant (or a subconsultant) has provided a campaign contribution.

(B) CONSULTANT acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Agreement is less than \$50,000, CONSULTANT still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

- (1) CONSULTANT and CITY amend the Scope of Work in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or
 - (2) CITY, Glendale Successor Agency, or the Housing Authority awards CONSULTANT another contract which has a total anticipated or actual value of \$50,000 or more, or awards CONSULTANT a combination or series of contracts which have a value of \$50,000 or more.
- (C) CONSULTANT represents and certifies that:
- (1) CONSULTANT has read and fully understands the provisions of Municipal Code Section 1.10.060.
 - (2) CONSULTANT will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
 - (3) CONSULTANT shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to CITY, and during this Agreement's Term, CONSULTANT shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit D" (D-1 to D-) to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

12.0 INDEMNITY

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Sections 2778 and 2782.8— CONSULTANT, its employees, agents,

Subconsultants, and persons whom CONSULTANT employs or hires (individually and collectively, "CONSULTANT INDEMNITOR") shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, "CITY INDEMNITEE") from and against a "**liability**" [as defined in Subparagraph (A) below], or an "**expense**" [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of a CONSULTANT INDEMNITOR:

(A) "**Liability**" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged.
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) "**Expense**" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney's fees.
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal.
- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

122. Under this Article, CONSULTANT INDEMNITOR's defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

123. To the extent that CONSULTANT INDEMNITOR's insurance policy provides an upfront defense to CITY, CONSULTANT INDEMNITOR's obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE.

(B) Occurs when a claim, suit, complaint, pleading, or action against a

CITY INDEMNITEE arises out of, pertains to, relates to, or asserts the negligence, recklessness, or willful misconduct of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

124. Paragraph 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. The defense costs charged to CONSULTANT INDEMNITOR will not exceed CONSULTANT INDEMNITOR's proportionate percentage of fault. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONSULTANT INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

125. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide CITY with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

126. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

127. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily,

or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires.
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires.
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order.
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses.
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement.
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership, or other insolvency; or assigns or transfers assets to its creditors.
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization.
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization.
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence,

receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If CITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to perform satisfactorily the Services specified in this Agreement, CITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within [SELECT: 5/ 10/ 14/ 30] days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within [SELECT THE SAME NUMBER IN PARAGRAPH 13.2 ABOVE: 5/ 10/ 14/ 30] days after receiving CITY's Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONSULTANT has corrected the Default.

(B) CITY may provide for the Services either through its own forces or from another consultant and may withhold any money due (or may become owing to) CONSULTANT for a task related to the claimed Default.

(C) CITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in CITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement.

(D) CITY may immediately terminate the Agreement.

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon [SELECT: 10/ 14/ 30] days' prior written notice. Upon termination, CONSULTANT shall

receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 GENERAL PROVISIONS

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit D (Insurance Requirements).
- (3) Exhibit B (Project Time Schedule).
- (4) Exhibit A (Scope of Work).
- (5) Exhibit C (Fee Schedule).

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law; Jurisdiction.**

(A) California's laws govern this Agreement's construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law.

(B) If CONSULTANT or CITY brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the C o u n t y

of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. CONSULTANT and CITY acknowledge that the Agreement was negotiated, entered into, and executed— and the Services are performed— in the City of Glendale, California.

(C) Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If either PARTY fails to require the other to perform any term in this Agreement, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. **Further Assurances.** Upon CITY's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

- (1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or
- (2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:

- (1) Personal delivery.
- (2) U.S. mail, first class postage prepaid.
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested.

~~(4) Facsimile; or~~

~~(5)~~(4) Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery.
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail.
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile or email.

(C) CITY and CONSULTANT designate the following contact person, street address or place, telephone number, and facsimile number or email address for giving notice:

CITY: City of Glendale
Dept.: _____

Glendale, CA 91206

Attn: _____

Tel. No.: _____

~~Fax. No.: _____~~

Email: _____

CONSULTANT: _____

Attn: _____

Tel. No.: _____

Fax No.: _____

Email: _____

(D) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the contact information listed in Subparagraph (C) above.

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Digital Signatures.** The PARTIES deem a copy of this Agreement, or any amendment to it, that bears a digital signature as having the same legal effect, for all purposes, as delivery of a signed original of this Agreement or the amendment, and each digital signature will have the same legal force and effect as a handwritten signature.

14.17. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it.

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

Executed at Glendale, California.

CITY OF GLENDALE:

By _____ Date: _____
(Name) _____ (Title) _____

CONSULTANT:

By _____ Date: _____
(Name) _____ (Title) _____

APPROVED AS TO FORM

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

EXHIBIT LIST

“Exhibit A”: Scope of Work
(pages)

“Exhibit B”: Project Time Schedule
(pages)

“Exhibit C”: Fee Schedule
(pages)

“Exhibit D”: Insurance Requirements

VIII. PROPOSAL FORMS

FORM A

PROPOSAL FOR CITY OF GLENDALE

VERDUGO WASH MASTER PLAN

Date: _____

Proposer: _____
Name of Business

Tax Identification No.: _____ Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ FAX: _____

Email: _____

TO THE CITY OF GLENDALE, CALIFORNIA:

In response to the Request for Proposals ("RFP") by the City of Glendale ("City"), the undersigned person or entity ("Proposer") now submits this Proposal ("Proposal"), with the accompanying forms and attachments.

1. In submitting this Proposal, Proposer certifies that:
 - A. Proposer has read, examined, and is fully familiar with all three of the items below (collectively, "the Documents"):
 - (1) The RFP's provisions.
 - (2) The Contract's terms, conditions, requirements, specifications, and minimum performance standards; and
 - (3) Any Addenda issued during the proposal period.
 - B. Proposer has carefully checked all words, figures, and statements made in the Documents.
 - C. Proposer is satisfied that the Documents are accurate.
 - D. Proposer understands and accepts all of the Documents' provisions.

- E. Proposer has examined the location or facility for which this Proposal is submitted, and Proposer is fully familiar with all facts, conditions, circumstances, and matters that may affect, in any way, Proposer's services or costs.
- F. Proposer has fully considered all other matters that may affect, in any way, Proposer's services or costs.
- G. If Proposer is awarded a Contract, Proposer will not make a claim against City based upon ignorance of local conditions or misunderstanding of any of the Contract's provisions. If the conditions turn out otherwise than what Proposer anticipated, Proposer agrees to assume all risks incident to it.
- H. Proposer offers to fully perform all of the duties and obligations specified in the Documents in exchange for the consideration described in the Documents.
- I. This Proposal is an irrevocable offer for a period of at least one hundred and twenty-nine (~~12090~~) calendar days following City's opening of all Proposals.
- J. Except as the Contract or California law allows, City is not liable or responsible for any costs, fees, or expenses that Proposer incurs for any one or more of the following:
 - (1) Responding to this RFP.
 - (2) Anticipating or preparing for an award of a Contract.
 - (3) Obtaining any equipment, personnel, facilities, or other items to comply with the Documents' provisions; or
 - (4) Performing the services under the Contract.
- K. Within fourteen (14) calendar days after City issues the Notice of Award of Contract, or within any extension that City may allow, Proposer agrees to:
 - (1) Sign and deliver the Contract, of which the RFP, its attached Exhibits, and the Notice calling for Proposals are a part; and
 - (2) Furnish the Performance Bond [,] [Payment Bond,] and Insurance that the Documents require; and
- L. At its expense, Proposer agrees to indemnify, defend, and hold harmless City and its officers, agents, employees, and representatives— from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses), if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:
 - (1) Proposer's submitting the Proposal.
 - (2) City's accepting Proposer's Proposal; or
 - (3) City's awarding a Contract to Proposer in compliance with this RFP, or state, federal, or local laws.

2. Under the penalty of perjury, Proposer certifies that:

- A. This Proposal is genuine, is not a sham or collusive, and is not made in the interest of, or on behalf of, any person, partnership, corporation, firm, organization, or another entity not named or disclosed in the Proposal.

- B. Proposer did not, directly or indirectly, induce, agree, or solicit anyone else to submit a false or sham Proposal, to refrain from proposing, to withdraw a Proposal, or to attempt to induce an action prejudicial to City's interests.
- C. Proposer has not sought by collusion, in any manner, to secure for Proposer any advantage over other proposers; and
- D. All facts and statements in the Proposal are completely true, accurate, and correct.
- E. By signing this Proposal, each individual below represents and warrants that the individual:
 - (1) Has the right, power, legal capacity, and authority not only to sign this Proposal on the Proposer's behalf, but also to bind the Proposer to this Proposal; and
 - (2) Binds the Proposer to this Proposal.

**SIGNATURE MUST BE ACKNOWLEDGED
BEFORE A NOTARY ~~(USE FORM Pg:80)~~**

PROPOSER:

By _____
Signature

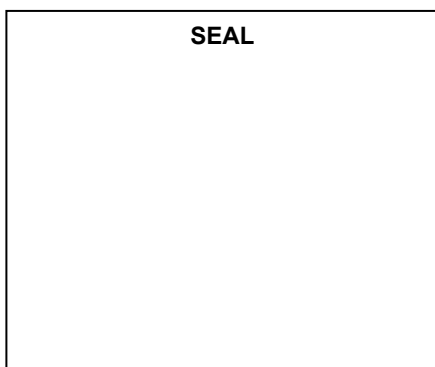
Name _____
Printed

Its _____
Title

Address _____

Telephone _____

**IF PROPOSER IS A CORPORATION,
PLACE IMPRINT OF CORPORATE SEAL
BELOW:**



**IF PROPOSER IS A PARTNERSHIP,
JOINT VENTURE, OR OTHER LEGAL ENTITY,
THEN EACH PARTNER, PRINCIPAL, OR
INDIVIDUAL MUST SIGN THIS PROPOSAL ~~ON~~
~~PAGE Pg-78~~, IN FRONT OF A NOTARY**

ADDITIONAL SIGNATURE PAGE
FOR PROPOSAL

SIGNATURES MUST BE ACKNOWLEDGED
BEFORE A NOTARY ~~(USE FORM Pg:84)~~

PROPOSER:

By _____
Signature

Name _____
Printed

Its _____
Title

Address _____

Telephone _____

By _____
Signature

Name _____
Printed

Its _____
Title

Address _____

Telephone _____

By _____
Signature

Name _____
Printed

Its _____
Title

Address _____

Telephone _____

By _____
Signature

Name _____
Printed

Its _____
Title

Address _____

Telephone _____

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

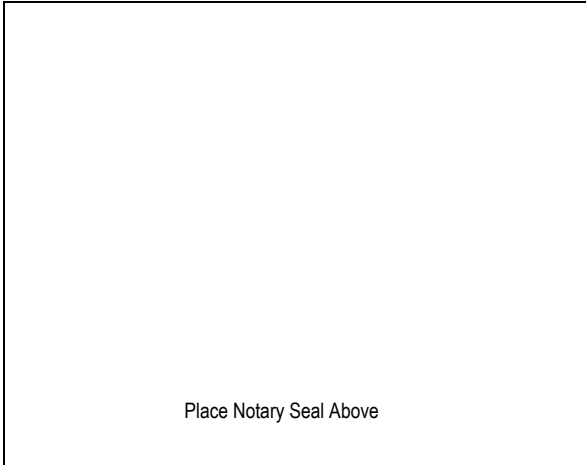
County of _____



On _____ before me, _____
Date Name and Title of the Officer

personally

appeared. _____
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 _____
Signature of Notary Public

OPTIONAL

Although 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 to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

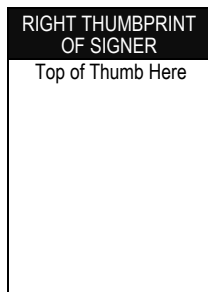
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title: _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian ☐ Conservator
☐ Other: _____

Signer is representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of Thumb Here



##

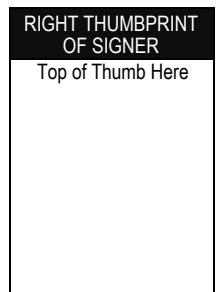
Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title: _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian ☐ Conservator
☐ Other: _____

Signer is representing: _____

#####

RIGHT THUMBPRINT
OF SIGNER
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FORM B

I. PREVIOUS EXPERIENCE FORM — MINIMUM QUALIFICATIONS

Below list at least at least [Insert # of projects: #] public entity contracts in California; each comparable in scope and scale to this Project, within [Insert # of years: #] years before the Proposal Deadline and with a dollar value equal to or in excess of the Proposal submitted for this Project: **Please provide examples of comparable projects in scope and cost to the Verdugo Wash Master Plan. A portfolio of work not to exceed 75 pages may be submitted as an attachment to this form.**

	CONTRACT START DATE	CONTRACT END DATE	CONTRACT \$ AMOUNT	PROJECT NAME	ADDRESS	CONTACT NAME/TITLE	CONTACT PHONE NUMBER
1							
2							
3							

FORM C

II. PROPOSER'S QUALIFICATIONS STATEMENT

All responses must be typewritten or printed legibly in ink. When additional space is needed to explain an answer, attach sheets as necessary. In Section VIII of this form ~~(page Pg:102)~~, list and describe each attachment. Failure to (1) complete this form, (2) return it, or (3) attach a required document may render the Proposal non-responsive.

1. BUSINESS ORGANIZATION / STRUCTURE

1.1 Your firm is a:

☐ Corporation

☐ Sole Proprietorship

☐ Partnership

☐ Limited Liability Company

☐ Other: _____

1.2 If your firm is a **corporation**, answer the following:

1.2.1 Date of incorporation: _____

1.2.2 State of incorporation: _____

1.2.3 Corporate ID number: _____

1.2.4 President's name: _____

1.2.5 Is your firm a publicly traded corporation?

☐ YES

☐ NO

1.2.6 For any person, firm or entity who owns 25% or more of the corporation's stock, identify the individual, firm or entity and the corresponding percentage of ownership:

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

1.3 If your firm is a **limited liability company**, answer the following:

1.3.1 Date of formation: _____

1.3.2 State of formation: _____

1.3.3 Secretary of State's File or ID number: _____

1.3.4 Chief Executive Officer's name: _____

1.3.5 Name of Manager(s): _____

1.3.6 For any person, firm or entity whose ownership or membership interest in the company exceeds 25%, identify the individual, firm or entity and the corresponding percentage of ownership or membership:

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

1.4 If your firm is a **partnership**, answer the following:

1.4.1 Date of formation: _____

1.4.2 Type of partnership (General, Limited, LLP): _____

1.4.3 Secretary of State's Registration or ID number: _____

1.4.4 List the name of the General Partner(s) and any individual who has any equity interest in the partnership:

1.4.5. List jurisdictions in which your firm's fictitious name (dba) is filed:

1.5 If your firm is **individually owned** (a sole proprietorship), answer the following:

1.5.1 Date your firm started: _____

1.5.2 Name of owner: _____

1.5.3 List jurisdictions in which your firm's fictitious name (dba) is filed:

1.6 If your firm is other than the type listed above, such as a **joint venture, consortium, trust, association or other combination**, describe the business organization or structure, identify the principals, and list their corresponding percentage of ownership or control:

1.6.1 Description of business organization or structure: _____

1.6.2 Principals and their corresponding percentage of ownership or control:

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

2. OWNERSHIP AND NAME CHANGES

2.1 How many years has your firm been in business under its present name? _____

2.2 In the past five years, has your firm changed names?

☐ YES ☐ NO

If **yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change:

2.2.1 Prior name: _____

2.2.2 Address: _____

2.2.3 Reason name changed: _____

2.2.4 Starting / ending dates of prior name: _____ / _____

2.3 Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ YES ☐ NO

If **yes**, explain the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm:

2.3.1 Associated firm's name: _____

2.3.2 Address: _____

2.3.3 Relationship between your firm and the associated firm: _____

2.3.4 Principals and their corresponding percentage of ownership or control:

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

3. LICENSING

3.1 Do you have a current, active, valid California Contractor License?

☐ YES ☐ NO

If **yes**, provide the Contractor license number, license class, and expiration date:

3.1.1 Contractor License Number: _____

3.1.2 License Class: _____

3.1.3 Expiration Date: _____

- 3.2 Are you registered with California's Department of Industrial Relations (DIR) in accordance with Labor Code Section 1725.5?

☐ YES ☐ NO

If **yes**, provide the DIR Contractor Registration Number and expiration date:

3.2.1 DIR Contractor Registration Number: _____

3.2.2 Expiration Date: _____

- 3.3 List jurisdictions in which your firm is legally qualified to do business, provide license or registration number, and set forth the type of license. Attach additional sheets as necessary.

3.2.1 Jurisdiction: _____

3.2.2 License or registration number: _____

3.2.3 Type of license: _____

- 3.4 Are any of your firm's licenses held in the name of a corporation or partnership?

☐ YES ☐ NO

If **yes**, list below the name of the corporation or partnership that actually holds the license:

3.1.1 Corporation's or partnership's name: _____

3.1.3 Type of license: _____

For the following question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

- 3.5 In the past seven years, has your firm or any of its owners, partners, officers, or employees been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws or regulations?

☐ YES ☐ NO

If **yes**, identify the licensing agency, type of license, date and reason for the disciplinary action. Attach additional sheets as necessary.

3.5.1 Licensing Agency: _____

3.5.2 Type of license: _____

3.5.3 Date of disciplinary action: _____

3.5.4 Reason for disciplinary action: _____

4. CLAIMS; LAWSUITS; CRIMINAL ACTS

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

4.1 In the past five years, has your firm or any of its owners, partners, officers, or employees been a defendant in court, or participated in an arbitration or mediation, or administrative hearing on a matter related to:

4.1.1 The performance, non-performance, default, violation, or breach of a contract or agreement?

☐ YES ☐ NO

4.1.2 Damage to a government entities or a client's premises, facility, or equipment arising out of your equipment, services, or operations?

☐ YES ☐ NO

4.1.3 Employment-related litigation brought by an employee of your firm?

☐ YES ☐ NO

4.1.4 Payment or non-payment to a subcontractor or supplier?

☐ YES ☐ NO

4.1.5 Federal Davis Bacon or California Labor Code requirements relating to underpayment of wages, failure to maintain or produce payroll records, failure to use apprentices in appropriate ratios, or failure to maintain workers' compensation insurance?

☐ YES ☐ NO

4.1.6 Defective, deficient, substandard, or noncompliant work?

☐ YES ☐ NO

If the answer to any question in 4.1.1 to 4.1.6 is **YES**, identify the name of the person or entity that sued (i.e., "the plaintiff") or was involved in the mediation or arbitration; list the date, court, court address, and case number; describe the facts and circumstances giving rise to the lawsuit, mediation, or arbitration; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.2 Has your firm ever filed a claim for damages or a lawsuit, or requested arbitration or mediation, against a government entity or a client?

☐ YES ☐ NO

If **YES**, identify the government entity or client; list the date, court and case number; describe the facts and circumstances about the claim for damages, or the lawsuit, or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

- 4.3 Are there any pending or outstanding judgments or liens against your firm or any of its owners, partners, officers, or employees?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the person or entity entitled to payment; list the date court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets if necessary.

- 4.4 In the past five years, has any government entity ever: (a) investigated, cited, disciplined, or assessed any penalties against your firm or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules, or regulations?

☐ **YES** ☐ **NO**

If **YES**, identify the government entity; list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.5 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a felony? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.)

☐ **YES** ☐ **NO**

If **YES**, explain the details of that conviction and, if so, whether you or said officer have served his or her sentence. Attach additional sheets as necessary.

- 4.6 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract, or the performance of a government contract?

☐ **YES** ☐ **NO**

If **YES**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.7 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, or receiving stolen property, or making or submitting a false claim?

☐ YES ☐ NO

If **YES**, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.8 In the past five years, has a government entity determined or concluded that your firm or any of its owners, partners, officers or employees made or submitted a false claim (including a false claim for payment), or made a material misrepresentation?

☐ YES ☐ NO

If **YES**, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.9 Is a government entity currently investigating your firm or any of its owners, partners, officers or employees for making false claim(s) or material misrepresentation(s)?

☐ YES ☐ NO

If **YES**, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.10 Have you or your company ever been charged by any governmental agency for failure to follow safety procedures?

☐ YES ☐ NO

If **YES**, explain. Attach additional sheets as necessary.

-
- 4.11 Has any governmental agency ever submitted a complaint against you to the California State Labor Commission for failure to submit certified payrolls or use apprentices in proper ratios?

☐ YES ☐ NO

If **YES**, provide the details of such complaint. Attach additional sheets as necessary.

- 4.12 Has any governmental agency ever issued against you or one of your subcontractors Civil Wage and Penalty Assessments?

☐ YES ☐ NO

If **YES**, list all Civil Wage and Penalty Assessments date and dollar amount issued against you or one of your subcontractors by any of the following entities: the California Department of Industrial Relations, a California public entity, or federal public entity, in the last five years and explain how the assessment was resolved. Attach additional sheets as necessary.

5. FIRM'S OPERATIONAL STATUS

- 5.1. In the past seven years, has your firm, or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

☐ YES ☐ NO

If **YES**, list the filing date, identify the court and case number; describe the facts and circumstances giving rise to each instance; and set forth the disposition or current status. Attach additional sheets as necessary.

- 5.2. In the past five years, has your firm had any consolidations, mergers, acquisitions, closings, layoffs or staff reductions?

☐ YES ☐ NO

If **YES**, list the filing date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 5.3. Is your firm in the process of, or in negotiations toward: (a) consolidating, merging, selling, or closing its business, or (b) laying off employees or reducing staff?

☐ YES ☐ NO

If **YES**, describe the transaction; list the anticipated date for completing the transaction, laying off employees, or reducing staff; and describe the facts, circumstances, and reason for taking the action. Attach additional sheets as necessary.

6. BIDDING; DEBARMENT; CONTRACT PERFORMANCE

- 6.1. Has a government entity ever debarred, disqualified, removed, suspended, or otherwise prevented your firm from bidding on, contracting, or completing a construction project?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

- 6.2. Has a government entity ever rejected your firm's Bid or Proposal on the ground that your firm is a "non-responsible" bidder or proposer?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that your firm was a "non-responsible" bidder. Attach additional sheets as necessary.

- 6.3. Has your firm ever failed to fulfill or perform — either partially or completely — a contract or an agreement with a government entity or a client?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.4. In the past five years, has any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?

☐ **YES** ☐ **NO**

If **YES**, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

-
- 6.5. Has your firm ever advised a government entity or a client, while your firm was under contract with the government entity or client, that your firm could not (or would not) fulfill or perform — either partially or completely — the contract or the agreement based on the prices that your firm had originally submitted in a Bid or a Proposal?

☐ YES ☐ NO

If **YES**, list the date, identify the name of the government entity or client, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.6. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to renegotiate one or more terms of the existing contract or agreement?

☐ YES ☐ NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.7. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to: (a) cancel the contract or agreement, or (b) release or discharge your firm from the contract or agreement?

☐ YES ☐ NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.8. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?

☐ YES ☐ NO

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.9. Has a government entity or a client ever notified or advised your firm that your firm's performance under a contract or agreement was poor, substandard, defective, deficient, or non-compliant?

☐ YES ☐ NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.10. In the past five years, has your firm paid, or has your firm been assessed, liquidated damages on a contract or agreement?

☐ **YES** ☐ **NO**

If **YES**, identify all such contracts/projects by owner, owner's address, the date of completion of the project, number of liquidated damages assessed, and all other information necessary to fully explain the assessment or payment of liquidated damages. Attach additional sheets as necessary.

7. INSURANCE AND BONDS

- 7.1. In the past ten years, has an insurance company or a surety company:

- 7.1.1. Refused to insure your firm for liability coverage?

☐ **YES** ☐ **NO**

- 7.1.2. Canceled or non-renewed your firm's insurance coverage?

☐ **YES** ☐ **NO**

- 7.1.3. Refused to issue your firm a bond?

☐ **YES** ☐ **NO**

- 7.1.4. Canceled or revoked a bond obtained by your firm?

☐ **YES** ☐ **NO**

If the answer to any question in 7.1.1 to 7.1.4 is **YES**, identify the name of the insurance company or surety company, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 7.2. In the past ten (10) years, has an insurance company or surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims against a performance bond, payment bond, or maintenance bond issued on your firm's behalf?

☐ **YES** ☐ **NO**

If **YES**, identify each contract completed or amount of each claim, the name and telephone number of the claimant, the date, grounds and current status of the claim, and if resolved, the method, nature, and amount of the resolution. Attach additional sheets as necessary.

- 7.3 A Proposer who is awarded a contract must maintain liability and workers' compensation insurance, as more fully described in the RFP and the Contract. Place an "X" below, to indicate the type of insurance coverage that your firm now has:

- ☐ Commercial General Liability
- ☐ Business Automobile Liability
- ☐ Workers' Compensation Liability
- ☐ Cyber Risk and Privacy Liability
- ☐ Excess Liability or Umbrella

- 7.4 If your firm is self-insured, identify the liability(s) listed above for which your firm insures itself, and set forth the amount of the self-insured retention (SIR):

Liability: _____ SIR amount: _____

Liability: _____ SIR amount: _____

Liability: _____ SIR amount: _____

8. CREDIT AND REFERENCE CHECK

- 8.1 The City of Glendale may: (1) request credit reports, or investigative reports, or both, about your firm, and (2) contact the references, government entities, and other persons listed in this Proposal. The City of Glendale will use this information to evaluate your firm's financial resources, responsibility, and integrity with respect to this Proposal, an award of the Contract, or any contract renewal. The City of Glendale will treat any information that it obtains now or later as confidential.

- 8.1.1 Does your firm authorize the City of Glendale to obtain credit and investigative reports about your firm?

☐ Yes ☐ No

- 8.1.2 Does your firm authorize the references, government entities, and other persons listed in this Proposal to release information about your firm to the City of Glendale?

☐ Yes ☐ No

FORM D

III. PRICE PROPOSAL AMOUNT

This table captures the Proposer Scope of Services and deliverables required to complete each Phase, Task and Sub-task for completion of the Verdugo Wash Master Plan. In order to provide the most accurate Price Proposal Amount for each deliverable, Proposers should carefully review the Scope of Services for each Phase, Task and Subtask.

Each Proposer shall also submit a staffing plan that includes a comprehensive list of all key staff by name and position proposed for this Agreement. Include contract labor by count, position, and rate only, as applicable.

<u>SERVICES</u>	<u>Total Price</u>
PHASE I: PROJECT MANAGEMENT, COMMUNITY ENGAGEMENT, TECHNICAL FRAMEWORK	
<u>Task 1.0 Project Management</u>	
Includes: Project Kick-off Meeting and Site Tour (1.1)	-
<u>Task 2.0 Existing Conditions Memo & Base Plan Framework</u>	
Includes: Background Data (2.1)	-
Includes: Existing Conditions Memorandum (2.2.1)	-
Includes: Market Study (2.2.2)	-
Includes: Master Plan Framework (2.3)	-
<u>Task 3.0 Community Engagement & Outreach</u>	
Includes: Community Engagement & Outreach Plan (3.2)	-
Includes: Project Website (3.3)	-
Includes: Community Engagement, and Findings (3.4 and 3.5)	-
<u>Task 4.0 Marketing and Branding</u>	
Includes: Marketing (4.1)	-
Includes: Branding (4.2)	-
<u>Task 5.0 Final Framework and Major Deliverables</u>	
Includes: Updated Master Plan Framework (5.1)	-
Includes: Transportation Study (5.2)	-
Includes: Construction Plan (5.3)	-
Includes: Operations and Maintenance Plan (5.3)	-
PHASE II: FINAL MASTER PLAN	
<u>Task 6.0 Draft and Final Verdugo Wash Master Plan</u>	
Includes: Draft Verdugo Wash Master Plan (6.1)	-
Includes: Final Verdugo Wash Master Plan (6.2)	-
Includes: Signage and Wayfinding Kit (6.3)	-
PHASE III: ENVIRONMENTAL ANALYSIS	
<u>Task 7.0 Environmental Review</u>	
Includes: Environmental Document	-
ADDITIONAL REQUIRED TASK	
<u>Task 8.0 Verdugo Wash Public Art Master Plan</u>	
Includes: Draft and Final Public Art Master Plan (8.1)	-
TOTAL PRICE PROPOSAL AMOUNT	

FORM E

IV. INSURANCE REQUIREMENTS AFFIDAVIT

THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE PROPOSER MUST SUBMIT THIS AFFIDAVIT WITH THE PROPOSAL FORMS.

I, the undersigned (**check one box:** ☐ underwriter ☐ agent), certify that I and the Proposer ~~Vendor~~ listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposals. If the City of Glendale ("City") ~~awards the Vendor the Contract (Facility Use Agreement) for the Mobile Cart Food and Beverage Services, selects the Proposer to prepare the Verdugo Wash Masterplan and related document, the Proposer~~ I will be able—within fourteen (14) calendar days after the ~~Vendor is Proposer~~ is notified of ~~its selection the Contract's award~~—to furnish the City with valid insurance forms (including one or more insurance certificates and additional insured endorsements) that fully meet all of the Insurance Requirements.

Name of Insurance Company

Date

Insurance Agent's Name (Printed)

Insurance Agent's Name (signature)

Address

City

State

Zip Code

Telephone Number

FAX Number

Email Address

Vendor's-Proposer's Name

Request for Proposal

Below State the Name of Insurance Company Providing Coverage:

DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

Commercial General Liability

Automobile Liability

Workers' Compensation Liability

Professional Liability

City Will Purchase Policy, if required
Builders Risk

~~Pollution~~ Liability

NOTE TO THE UNDERWRITER / AGENT: If the insurance forms that the Vendor submits to the City do not fully comply with the Insurance Requirements, and/or if the Vendor fails to submit the forms within the 14-day time limit, the City may: (1) declare the Vendor's Proposal non-responsive, and (2) award the Contract to the next highest scoring, responsible proposer.

If you have any questions about Insurance Requirements, [please contact Vilija Zemaitaitis](#); ~~please contact Mr. Steve Martin, Risk Management Section, at (818) 548-2169.~~

FORM F

V-DISCLOSURE - CAMPAIGN FINANCE ORDINANCE – CONTRACTORS AND SUBCONTRACTORS

The City Council adopted Ordinance No. 5744, "Campaign Finance Ordinance," which became effective on September 9, 2011, and amended it with Ordinance No. 5768, which became effective on ~~March 15~~ April 1, 2012 ("the Ordinance"). The Ordinance prohibits: (1) A contractor* (including a subcontractor**)— who has a contract with the City of Glendale ("City"), Glendale Successor Agency or Glendale Redevelopment Agency ("GSA"), or the Housing Authority of the City of Glendale ("HA") and that contract is subject to approval by the City Council, GSA, or HA— from making a contribution to a City Council member, GSA member, HA member, City Clerk, or City Treasurer; and (2) Council members, GSA members, and HA members from voting on matters concerning a contract affecting a contractor or subcontractor who has provided a campaign contribution.

The provisions of the Ordinance restricting Council members from voting on matters affecting campaign contributors applies to a contractor whose contract requires the City Council's, GSA's, or HA's approval, and specified subcontractors. A contract with the City, GSA, or HA is known as a "City Contract." The Ordinance excludes a competitively bid contract awarded to the lowest responsible bidder.

To assist members of the City Council, GSA, and HA before they vote on a matter regarding a City Contract, the Ordinance requires City staff to prepare this report which discloses certain information about the contractor receiving the City Contract, and specified subcontractor(s) working under the City Contract.

- Information that must be disclosed:**
- Name of the person, entity, or organization (i.e., the Contractor or Subcontractor)
 - Name of the Chief Executive Officer/President
 - Chief Operating Officer
 - Chief Financial Officer
 - Chairperson
 - All members of the Board of Directors
 - All persons who own more than 10% of the person, entity, or organization
 - Name of any campaign committee owned or controlled by the person, entity, or organization

Please complete the following disclosure form:

Contractor(s)*:

Name		Address			
Full Name	Title	Business Address	City	State	Zip
	Chairperson				
	Chief Executive Officer / President				
	Chief Operating Officer				
	Chief Financial Officer				
	Board of Directors				
	More than 10% interest owner				

* "Contractor" is the person, entity, or organization that is the party, or prospective party, to the contract with the City, GSA, or HA. In addition to the name of the person, or entity, the Contractor must also disclose the name(s) of that person's, entity's, or organization's Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Please disclose these persons' name and business address.

Subcontractor(s):**

Name		Address			
Full Name	Title	Business Address	City	State	Zip
	Chairperson				
	Chief Executive Officer / President				
	Chief Operating Officer				
	Chief Financial Officer				
	Board of Directors				
	More than 10% interest owner				

** "Subcontractor" is the person, entity, or organization that has entered into a contract for the performance of all or a portion of the work undertaken under an agreement with an architect, design professional, engineer, or general or prime contract, usually by a general or prime contractor. You must also disclose the names of the Subcontractor's Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Above please disclose these persons' name and business address.

Campaign Committee owned or controlled by: _____

Title	Business Address	City	State	Zip

CERTIFICATION

On behalf of the above-named ☐ Contractor ☐ Subcontractor:

- I acknowledge that I have a continuing obligation to update this disclosure form if I substitute— or if I select additional— architects, design professionals, contractors, or subcontractors within ten (10) days of the selection or change; and
- I hereby certify that:
 - I have identified all persons for which the Ordinance requires disclosure.
 - The information in this disclosure form (and any attachment to this form) is true, accurate, correct, and complete; and
 - I have been legally authorized to submit this disclosure form.

In total, this disclosure form (including attachments) is _____ pages.

Executed on: _____, 20____, at: _____, California.

Signature: _____ Print Full Name: _____

Address: _____

Phone Number: _____ E-mail Address: _____

VI. PUBLIC RECORDS EXEMPT INFORMATION

[illegible]

VI. ADDITIONAL INFORMATION

~~Below states any other information that your firm believes is essential to a complete evaluation of the Proposal. If your firm has no additional information, state below: "Our firm does not have any additional information to present."~~

This image shows a full page of blank handwriting practice paper. It features multiple sets of horizontal red lines spaced evenly down the page. Each set consists of three lines: a top line, a middle line, and a bottom line, providing a guide for letter height and placement. The background is plain white, and there are no margins or additional markings.

FORM H

~~VII.~~ PROPOSER'S NONCOLLUSION AFFIDAVIT

I am the [title] of [name of Proposer], 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, bid 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 Affidavit 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 Affidavit 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 Affidavit is executed on:

-----[date], at----- [city], ----- [state].

Signed:

Print Name:

If the Proposer fails to complete and properly sign this affidavit, the Proposal will be considered non-responsive and will be rejected.

FORM I

VIII. PROPOSAL ATTACHMENTS

Below list and describe any attachment that is a part of this Proposal (e.g., "Employees' Resumes – 15 pages"; or "Explanation concerning question 4.3 - 2 pages"). If your firm has no attachments, write "None" on line 1.

Our firm declares that the attachments listed below are added and are made a part of this Proposal in order to fully and accurately respond to the RFP:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

FORM J

ADDENDA ACKNOWLEDGMENT

CITY OF GLENDALE
VERDUGO WASH MASTER PLAN

PROPOSER NAME: _____

PROPOSER hereby acknowledges that it has received and read the following
Addenda:

Addendum # Signature _____

Addendum # Signature _____

Addendum # Signature _____

Addendum # Signature _____

Addendum # Signature _____

FORM K

TABLE OF EXCEPTIONS

Proposer must state whether its proposal does or does not fully comply with the requirements as defined in this RFP, including the Exhibits and Forms, and must provide a detailed list of exceptions to, including, but not limited to, exceptions to the Scope of Services, the Proposed Professional Services Agreement, or any other RFP requirements, exhibits, forms, or appendices. List of exceptions will be inserted in the table form below and identify the page, section number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify any items of non-compliance will result in the City assuming compliance. Changes to the Proposed Professional Services Agreement may not be considered or negotiated if not submitted as part of the proposal. The City, at its sole discretion, may modify or reject any exception or proposed change. The exceptions listed will be taken into consideration when evaluating the section that is most applicable to the exception listed.

Page Number	Section Number	Provision/Exception-Nonconformance and/or Subtitle Language

By signing below, I understand that the information above lists all exceptions expressed by this firm in response to the RFP issued by the City of Glendale for _____.

Dated this day _____ of _____, 20_____

(Authorized Signature) _____ (Title) _____

EXHIBIT 2 – Insurance Requirements

EXHIBIT D-1 INSURANCE REQUIREMENTS PROFESSIONAL SERVICES AGREEMENT

“PROFESSIONAL LIABILITY” INSURANCE

1.1 Without limiting CONSULTANT’s liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

1.2 The Professional Liability policy must:

- (A) Include “errors and omissions” coverage or “malpractice” coverage;
- (B) Afford “practice specific” or “project specific” coverage;
- (C) Provide limits of liability in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
 - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
- (D) Cover a claim or claims arising out of the performance of professional services by:
 - (1) CONSULTANT;
 - (2) CONSULTANT’s Subconsultant(s);
 - (3) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or
 - (4) Anyone whose acts CONSULTANT or its Subconsultant(s) may be liable; and
- (E) Provide coverage for:
 - (1) The duration of this Agreement; and
 - (2) At least three (3) years after the Project’s completion:
 - (a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an “extended reporting period” (“ERP”) or a “discovery” feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
 - (b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with “prior acts” coverage), for a period of three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. Each policy must have a “retroactive date” that coincides with, or is earlier than, this Agreement’s Effective Date. Additionally, each policy must provide

identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

1.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY's review and approval, in its sole discretion.

1.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

EXHIBIT D-2
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

“WORKERS’ COMPENSATION” INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this Agreement:

(A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and

(B) Employer’s Liability insurance in an amount not less than:

(1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;

(2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease;
and

(3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONSULTANT shall provide CITY with a “**certificate of insurance**” and a subrogation endorsement, “**Waiver of Our Right to Recover From Others**”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONSULTANT’s personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

EXHIBIT D-3
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an **occurrence** basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as **additional insureds**.

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONSULTANT. If CONSULTANT has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- (B) Independent Contractors’ Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
- (D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage.

1.4 CONSULTANT shall provide CITY with a “**certificate of insurance**” and an “**additional insured endorsement**”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance

carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

EXHIBIT D-4
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

“BUSINESS AUTOMOBILE” LIABILITY INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Business Automobile” insurance policy on an **occurrence** basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as **additional insureds**.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
- (C) ONE MILLION DOLLARS (\$1,000,000) combined single limit (“CSL”).

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONSULTANT shall provide CITY with a “**certificate of insurance**” and an “**additional insured endorsement**”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

EXHIBIT D-5
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

GENERAL REQUIREMENTS

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A)** It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- (B)** It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C)** It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

1.3 A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A)** The amount of the deductible, or self-insured retention, or both;
- (B)** Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C)** The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONSULTANT’s insurance policy:

- (A)** If CONSULTANT’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
 - (1)** Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
 - (2)** Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B)** CONSULTANT’s insurance is primary;
- (C)** Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT’s insurance;
- (D)** CITY’s insurance, or self-insurance, or both, will not contribute with CONSULTANT’s insurance policy;

- (E) CONSULTANT and CONSULTANT's insurance company waive— and shall not exercise— any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;
- (F) CONSULTANT's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
- (G) CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (I) CITY is not liable for a premium payment or another expense under CONSULTANT's policy.

1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement's insurance coverage requirements; or
- (B) Require that CONSULTANT:
 - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
 - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;
 - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONSULTANT under this Agreement; or
 - (c) The availability, or affordability, or both, of increased liability insurance coverage;
 - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
 - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

1.6 CONSULTANT shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after the Final Payment.

1.7 CONSULTANT's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If CONSULTANT hires, employs, or uses a Subconsultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall ensure that the Subconsultant:

(A) Meets, and fully complies with, this Agreement's insurance requirements;

(B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and

(C) Furnishes CITY, at any time upon its request, with a complete copy of the Subconsultant's insurance policy or policies for CITY's review, or approval, or both.

1.11 CONSULTANT's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONSULTANT's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.

EXHIBIT D-6
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

1.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A "certificate of insurance" for Workers' Compensation insurance; or
If CONSULTANT is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or
If CONSULTANT is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (D) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and
- (E) A complete copy of CONSULTANT's Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

2.1 This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.