



*City of Glendale*

**PUBLIC WORKS DEPARTMENT**

**Request for Qualifications and Proposals**

**Architectural/Engineering & Construction Administration Services**

**Glendale Central Library Youth Services Renovation**

(222 E. Harvard Street, Glendale, CA 91205)

**Proposal Submittal Deadline**

**DATE: November 10, 2020**

**TIME: 4:00 PM**

**Yazdan T. Emrani, P.E.  
Director of Public Works  
City of Glendale  
Public Works Administration  
633 E. Broadway, Suite 209  
Glendale, CA 91206**

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## 1. Introduction

The City of Glendale (COG) is soliciting proposals for Architectural/Engineering, Interior Design, and Construction Administration services (“the Services”) for a renovation of the Central Library Children’s Room, a new Teen Area, and additional restrooms to serve the Central Library’s Auditorium. By this Request for Proposals (“RFP”), the City of Glendale is requesting proposals from firms with substantial architectural, engineering and construction administration experience on similar types of public works improvements for the renovation of the Glendale Central Library Children’s and Teen Areas. The proposals are to be submitted in the format described in Section 2.3 below.

City intends to procure the Services according to a fair, competitive selection process which prohibits governmental agency employees from participating in the selection process they have a financial or business relationship with any private entity seeking the contract, and the procedure shall require compliance with all laws regarding political contributions, conflicts of interest or unlawful activities. The basis for selection shall be determined by objective criteria including both non-price and price factors in accordance with the weighted scoring procedures set forth in Section V herein.

### 1.1 General Scope of the Project

A renovation of the Central Library began in 2015 and was completed in 2017, however neither the Children’s Area nor the Teen Room were renovated. A building program outlining shelving, equipment and furniture will be provided to the architect prior to start of the design phase. In general, all work for this project will occur on the second floor of the library and will include, but will not be limited to:

- A total renovation of the approximately 7,800 square foot Children’s Room including the creation of appealing and age-appropriate spaces for toddlers, preschoolers, elementary-aged children and teens, within the space
- Interactive learning and play stations
- Demolition of existing children’s restrooms and addition of a minimum of two adult restroom facilities to service the Auditorium area and one or more family restroom(s) within the Children’s Room
- The creation of a new Teen Area on the second floor, which will require:
  - Defined zones that accommodate different types of use
  - Acoustical separation from the corridor to the west in the form of a complete or partial NanaWall® system, or comparable wall system
  - A view window from the Teen Area into the adjacent Sound Recording Studio, called “SoundSpace”
- Upgraded lighting, particularly in the Teen Area
- Full Title 24 code and Fire and Life Safety compliance
- New flooring, wall finishes, etc. throughout the renovated areas
- New furniture and equipment, art, signage in the renovated areas, appropriate to the age level served
- A building program outlining shelving, equipment and furniture requirements will be provided

It is anticipated that the renovations will be phased to minimize impacts to public service.

See Attachment 2 for general layout of work areas.

## 1.2 Background

### 1.21 City

The City of Glendale, population of over 201,000, is the fourth largest city in Los Angeles County. Population growth is slow, recently reversing a trend of declining population.

The Glendale Unified School District operates thirty-four (34) K–12 schools, serving approximately 26,000 students. In 2018, over 18,000 Glendale residents were enrolled in college or graduate school; 3,000 children attended nursery or preschool.

Glendale is home to an ethnically diverse population with the one of the largest communities of Armenian descent in the United States. Over 50 percent of the City's population is foreign born. 62 percent of the total population over 18 years old speak a language other than English in the home and 47 percent speak English "less than well."

### 1.22 Glendale Library

The City operates the Library system under the Department of Library, Arts and Culture and includes seven branches. In addition to the Central Library, the Library system includes: Brand Library and Art Center, Casa Verdugo Library, Chevy Chase Library, Library Connection at Adams Square, Montrose Library, and Pacific Park Library.

The 92,600 square foot Central Library opened March 13, 1973 on the former site of Glendale Union High School and Glendale College. An extensive remodel in 1992 enlarged the Children's Room, expanded the Special Collections Room to include local history material, and added a Computer Training Room. A renovation to enhance the functions of the Central Library as a 21<sup>st</sup> Century library began in 2015 and concluded with a grand reopening in May 2017.

Features of the Central Library include a MakerSpace, dedicated to the exploration of new technology including 3D printers and Virtual Reality equipment; SoundSpace, a recording studio for podcast recording and music production; and ReflectSpace Gallery which offers experiential and informative opportunities using art, technology and interactive media. The Library also offers bookable study rooms, an executive conference room, a technology training lab, a story time room, and an Auditorium which seats 230 people.

## 1.3 Project Goals

### 1.31 Children's Room

The Children's Room was not renovated during the 2015 renovation project except for the addition of a structural shear wall. The Children's Room needs major upgrade including its décor. It is always busy with the Preschool Play Area being filled with parents and children in the late morning, late afternoon, and early evening. The study tables are heavily used from late afternoon (after school) to early evening. The Storytime Room is heavily used in the morning and rarely used in the afternoons or early evening. The Homework Center is at capacity every afternoon. The goals for the Children's Room renovation include the following:

- Create a space that becomes a destination for children 0 through 12 years old and their families to read, play, create, learn and grow
- Lower all freestanding shelving units to 48 inches high to increase visibility and improve access to collections

- Improve the Early Literacy Play Area to engage children 0 to 5 years old and their caregivers
- Remove existing “tree” feature and incorporate hands-on learning elements into the design
- Propose a solution (or solutions) that provides privacy while also creating visual interest via the large interior window along the westerly side of the Children’s Room overlooking the Main Hall and incorporate that into the renovation
- Remove the existing story time area and replace with multipurpose space to serve for story time, crafts, homework center, STEAM (Science, Technology, Engineering and Mathematics) activities and other programs
- Create collaborative learning spaces
- Reduce the size of the existing service desk to make it a more welcoming place for children and families to find staff support
- Select modern, moveable furniture to increase the flexibility of the space
- Improve access to power and data patrons’ personal devices
- Create one-on-one reading spaces for caregivers, parents and children
- Remove existing tech room and accommodate youth computer use in the space differently
- Restore the window wells at windows along easterly wall to create cozy “reading nooks”
- Improve staff workroom and combine storage areas and design for maximum space utilization
- Remove multi-stall toilet rooms and replace with one or more individual family restrooms

### 1.32 Teen Area

Glendale teens currently have an area that houses teen collections, but there are few seats in that space, and these are rarely used by teens. Older teens use all spaces in the Library heavily after school and early evening hours and fill the building to capacity during finals week each semester. Currently, the Library opens the Auditorium for use by teens during finals week to accommodate studying and socializing. Goals for the Teen Area include the following:

- Zone areas based in the HOMAGO model – “Hanging out, Messing Around, and Geeking Out”<sup>1</sup>
- Provide mobile display shelving for a smaller “featured” collection, new books, etc.
- Provide a view window into the Sound Recording Studio (“SoundSpace”) and include “Recording” lights on the exterior of the SoundSpace
- Include a laptop bar and/or other solutions for teen computer use
- Include a video wall to enable social gaming and other activities
- Provide an acoustically controlled space that retains sight lines

### 1.33 Restrooms

The only existing public restrooms on the second floor of the Library are the “Girls” and “Boys” restrooms which are accessible only from the Children’s Room. These two restrooms will be demolished and replaced with one or more family restrooms accessible from inside the Children’s Area and two adjacent adult restrooms which will be accessible from the main hallway across from the Library’s Auditorium (west of the Children’s Room). Goals for the Restroom area include the following:

- Disabled accessible Family Restroom(s) opening into Children’s Area
- Disabled accessible Adult “Men” and “Women” Restrooms opening to hallway across from Library’s Auditorium (west of the Children’s Room)
- In effort to maximize efficiency the Library is open to airport-style “Men” and “Women” restrooms with a shared unisex sink area
- Minimum encroachment on Children’s Room and storage spaces, maintaining the square footage of the Children’s Room to the extent possible

### 1.4 Scope of Work

Architectural and engineering services shall consist of: review of the Central Library Building Program, prepare schematic design, construction plans and specifications, submit design documents to the City of Glendale staff for review and submit final design documents to the City of Glendale Building & Safety Division for plan check. These services also include responding to all plan check corrections until final approval has been given by Building & Safety. Finally, construction administration services during bid and construction phases, would also need to be provided.

The architectural and engineering services shall include all required disciplines for the proper design of the improvements including, but not limited to: architectural design, structural design, interior design, furniture selection, electrical engineering, mechanical and plumbing engineering, etc.

In addition to the construction documents, a minimum of four (4) perspective drawings, or renderings, are required for each space and at least one (1) perspective drawing, or rendering, for the sink area of the new hallway restroom, for use in presentations to potential library donors, would also be required.

See Attachment 1, Professional Services Agreement (Sample), for additional information on the Scope of Work.

## 2. Proposal Logistics

### 2.1 Key Dates

These are the key anticipated dates of this RFP and its Award.

Event	Date
Issue RFP	September 28, 2020
Mandatory Site Walk	October 13, 2020
Response to Questions by Addenda	October 29, 2020
Proposals Due	<b>November 10, 2020, 4:00pm</b>
Finalists Notified	November 2020
Finalist Interviews (if necessary)	November/December 2020
Consultant Selected	November/December 2020
Possible City Council for Approval of Professional Services Agreement	December/January 2021
Execute Professional Services Agreement to Awarded Proposer	January/February 2021
Consultant Notice to Proceed	February 2021

### 2.2 Site Walk

All interested parties must attend a mandatory site walk and submit any questions, which will be answered in an addendum.

### 2.3 Proposal Format

Proposer shall submit a **Technical Qualifications Proposal** and a detailed **Cost Proposal**. The two proposals shall be submitted in separate sealed envelopes and marked on the outside of the envelopes "**Proposal**

for **Glendale Central Library Youth Services Renovation**” and firm’s name. Five (5) hard copies and one (1) electronic copy of both the Technical Qualifications Proposal and the Cost Proposal, on a thumb drive are required. Please clearly label all electronic files.

The **Technical Qualifications Proposal** must follow the format identified below and be included in the order as shown.

### 2.3.1 Cover Letter

Name, title, phone number, and email of single contact person from the consultant. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal. A statement that this RFP and the Consultant's Proposal will jointly become part of the Professional Services Agreement for this project when said Agreement is fully executed by the Consultant and the City. Summarize the contents of the firm’s proposal in a clear and concise manner.

### 2.3.2 Project Team

Provide names, roles, relevant experience and backgrounds of lead individuals that will be working on this Project (i.e., resumes). Include Principal(s) of firm, Project Architect, Project Team members, etc. and how long proposed project team has worked together. Include the experience of the Project Architect involving library projects the Architect has managed and number of years the Project Architect has worked for current firm. Provide a listing of all sub-consultants proposed by the Architect for this project. After the proposal deadline, substitution of sub-consultants may only be made by permission of the City. Identify experience of each sub-consultant and provide a list of relevant projects and references demonstrating their qualifications for this work. Include an organization chart.

### 2.3.3. Experience

Experience of firm in providing requested scope of services, specifically referencing at least three (3) public library facilities of a similar size and scope to this project. Include the relevant dates for each project, project budget, and contact person for the agency that can provide information regarding the Architect’s work.

### 2.3.4 Project Understanding

Provide your firm’s understanding of the City’s goals for this project. Include diagrams and exhibits as necessary to describe your firm’s understanding of the project.

### 2.3.5 Approach and Methodology

Provide your firm’s approach to the design of the project and present any creative design ideas relating to the Children’s Room and Teen Area. Discuss how your firm envisions the project sequencing and phasing. Discuss your firm’s approach to the construction administration of the project. Include anticipated staffing, equipment, field office requirements, etc.

### 2.3.6 Proposed Scope of Services.

Provide your firm’s, including sub-consultants’, proposed scope of services to complete the design of the proposed library renovations as well as construction administration of the project. For each task and sub-task, describe the specific scope of services that will be involved and any deliverables to the City. See Attachment 1, Professional Services Agreement (Sample), for additional information on the Scope of Work.

### 2.3.7 Schedule

Provide a schedule of completion for the Scope of Services. Indicate proposed start dates, durations, milestones, and proposed completion date. Include City staff review periods and plan check periods during design. There will be four (4) submittals for review by City staff: 15 percent, 65 percent, 90 percent and 98% (Pre-Final). There will also be one review performed by the City of Glendale Building & Safety office before the 100% (Ready to Advertise) design documents are completed. Review meetings will be scheduled with the Consultant and City staff to review comments for the 15 percent, 65 percent, and 90 percent submittals. For the construction period, include the project phasing and sequencing. See Attachment 1, Professional Services Agreement (Sample), for additional information on the Schedule.

### 2.3.8. Litigation History

A listing of any pending or previous litigation over the past five years related to your firm's work in the Architectural field. Disclose whether the Proposer's firm or any of its Principals have, during the past five years, been the subject of a lawsuit brought by any supplier, subcontractor, client, or government entity for breach of contract, non-payment of liabilities, or civil rights discrimination. State the outcome and status of any such lawsuits.

### 2.3.9 Terms and Conditions

Submittal of a proposal by the Architect signifies the Architect understands and will abide by the scope of work and terms of the contract.

The City reserves the right, without obligation, to grant exceptions to the RFP. However, the proposer must note any exceptions, and their reasons, in their proposal. Exceptions taken will be considered during the evaluation process.

### 2.3.10 Contract Terms

The sample contract form is attached to this RFP as Attachment 1. Before any services can commence, the selected Proposer will be required to execute the Contract, which is a standard form of agreement. To facilitate the project's smooth and timely implementation, Proposers responding to this RFP shall review all the terms and conditions of the Contract, including, but not limited to, provisions relating to insurance, indemnity, and termination. The City's policy is that the Contract be accepted as is. By submitting a Proposal to the City in response to this RFP, each Proposer is deemed to have provided its approval to the Contract, accepting it without qualification. If a Proposer seeks limited modification of the Contract, then in the Proposal a Proposer must identify the proposed changes *in its proposal*. However, changes or qualifications to the Contract may cause rejection of the proposal as non-responsive, in City's determination.

The City reserves the right to negotiate further the terms and conditions of the Contract. The selected Proposer must cooperate with the City in good faith to negotiate, sign, and deliver the final Contract. The City will draft the Contract and may require the selected Proposer to attend one or more Contract negotiation conferences to discuss possible:

- Revisions to the Contract's service-related terms, conditions, requirements, specifications, or minimum performance standards, other than the insurance and the indemnity provisions; and
- Additions to the Contract, by the parties' mutual agreement, or 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 negotiations with the selected Proposer fail to progress, to the City's reasonable satisfaction, the City reserves the right to not only end negotiations with the selected Proposer, but also cancel the award and reject the Proposal. At its discretion, the City may then: reopen the proposal process; choose from among the remaining qualified proposers; reissue the RFP; negotiate directly with any firm for services; or choose not to contract for services.

Within fourteen (14) calendar days after the Proposer Selection or within any extension that the City may allow, the selected Proposer must submit to the City all of the following items:

- Three (3) originals of the Contract, properly signed by the Proposer.
- Insurance certificates and additional insured endorsements that fully conform to the Contract's requirements.

After the City receives the signed Contracts and insurance documents, the City Attorney's office will review the Contract. Additionally, the City Attorney's office or the City's Risk and Insurance Services Manager will review the required insurance. If the selected Proposer has not changed any terms of the Contract, and if the insurance conforms to the Contract's requirements, the City will sign the Contract and return an original of the Contract to the Proposer.

#### 2.3.11 Cost Proposal Content

The proposer shall provide a separate fee proposal for the requested services. The actual dollar fee paid to proposer shall be fixed. The cost proposal should provide a list of reimbursable expenses the proposer will submit as part of their work on the project, including any overhead and markup (see "reimbursable" section of sample contract form for allowed reimbursements). The cost proposal shall also include all fees to be paid to the proposer's sub-consultants.

In addition to the Not to Exceed (NTE) cost for the project, the proposer shall provide a schedule of hourly billing rates for the various levels of staff who may participate in the project, should the need for extra services arise. No additional markup will be allowed on fees quoted. The cost proposal shall be submitted with the Technical Qualifications Proposal in a **separate**, sealed envelope marked "**Glendale Central Library Youth Services Renovation - COST PROPOSAL**", with the proposer's firm name.

#### 2.4 Payment

Payments to the proposer shall be made on a monthly basis and shall be based upon fee schedule and percentage of completion of services performed. The proposer shall not be reimbursed for travel expenses associated with work on this project unless the City specifically authorizes certain out-of-town travel. Travel to City offices, the project site, material manufacturers, and jurisdictional agencies are not considered "out of town" travel.

#### 2.5 Insurance Requirements

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 of the City's "Insurance Requirements," which are noted in Attachment 5. Evidence of the insurance coverages will need to be in place before a Contractor starts performing the Services. 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. Upon award of the contract, insurance documentation in a form acceptable to the City Attorney or City Risk Manager must be submitted no later than 10 business days after Notice of Award of Contract, and prior to the City of Glendale's execution of the Agreement.

#### 2.6 Campaign Finance Disclosure Form

Fill out and submit the Campaign Contribution Disclosure form that's provided in Attachment 3.

#### 2.7 Submittal

Provide five (5) hard copies and one (1) electronic copy of both the Technical Qualifications Proposal and the Cost Proposal, preferably via thumb drives to City of Glendale addressed to:

Yazdan T. Emrani, P.E.  
Director of Public Works  
City of Glendale  
Public Works Administration  
633 E. Broadway, Suite 209  
Glendale, CA 91206

The proposals must be received in hardcopy at the above address by the closing date and time. Firms mailing or shipping their proposals must allow enough delivery time to ensure timely receipt of their proposals by the time specified. Late proposals will not be accepted.

Proposals shall be considered firm offers valid and binding for a period of no less than 90 calendar days from the Proposal deadline.

The City reserves the right to reject any and all proposals, to award all or any individual part/item of the Proposal, to waive any informalities or information in any proposal, and to make an award in the best interest of the City. Proposals shall be submitted on recycled paper wherever possible.

If you have any questions regarding this Request for Proposal contact: Kevin Todd, Assistant Director of Public Works at (818) 548-3970.

#### 2.8 Proposal Opening

Technical Qualifications Proposals will be opened and evaluated by the evaluation team after the submittal date has closed.

#### 2.9 Selection Process

All proposals properly received before the aforementioned date and time will be evaluated by a Review Committee based on the following criteria:

1. Overall Quality of Proposal including Cost
2. The firm's understanding of the project
3. The Architect's approach and methodology for the project
4. The schedule for the project's development
5. The relevant experience of the firm
6. The Architect's creativity and sensitivity to the City's needs
7. Stated exceptions to the City's proposed contract for services
8. Technical sub-consultants

Attachment 9 provides scoring guideline for each evaluation criteria.

After receipt of the proposals the City will evaluate proposals and invite short-listed proposers to participate in an interview process. After determination of the highest-rated consultant, City Staff may negotiate the final scope and fee. City Staff may then make a recommendation to the City Council for the award of a Professional Services Agreement to the selected consultant. The proposed Professional Services Agreement is included in Attachment 1 to this Request for Proposal. The City reserves the right to conduct additional interviews after the cost proposals are opened. Careful attention to the provisions included in this solicitation particularly the use of creative energy conservation and maintenance efficiency measures will be given extra consideration.

The City reserves the right to negotiate the specific requirements and costs using the selected proposal as a basis. The City reserves the right to reject any or all proposals at its sole discretion. The City is not liable for any costs incurred by the Architect or their consultants in preparing the proposal.

#### 2.10 Right to Reject all Proposals

The City reserves the right to reject all proposals for any reason whether or not said proposals are responsive or non-responsive. The City reserves the right to reject any proposal that is non-responsive to this RFP. The City may, but shall not be required to, solicit additional information, orally or in writing, from one or more of the applicants relating to the content of their proposal(s).

#### 2.11 Use of Applicant Proposal and Accompanying Material

All material submitted becomes the property of the City of Glendale and will not be returned to the proposer unless requested. The proposals submitted may be reviewed and/or evaluated by persons internal or external to the City at the discretion of the City.

#### 2.12 RFP Addenda

The City reserves the right to revise the RFP and/or to issue addenda to the RFP. The City also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. During the proposal period, the City may advise all proposers by addenda of additions, deletions, or alterations in the proposal guidelines. All addenda must be acknowledged in the proposals. The addenda shall become a part of these proposal guidelines as if originally included therein.

#### 2.13 Obligation to Contract

This RFP does not obligate the City to contract for services specified herein.

#### 2.14 Proposal Preparation Costs and Expense

The City will not be liable for any costs incurred by the proposer in responding to the RFP, presentations or any other activities related to responding to this RFP proposal and/or demonstration expenses.

#### 2.15 Form of Agreement

The contents of this RFP, RFP addenda, and the proposal document of the successful proposer shall become contractual obligations as part of the contract if acquisition action ensues. Failure of successful proposer to accept these obligations in a contractual agreement shall result in cancellation of award. The City reserves the right to negotiate provisions in addition to those stipulated in this RFP or proposed by consultant for the purpose of obtaining the best possible offer. The Professional Services Agreement is included in Attachment A to this Request for Proposals.

### 2.16 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.

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.

***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.***

### 2.17 PROPOSER’S INDEMNIFICATION OF THE CITY

At its expense, a Proposer agrees to indemnify, defend, and hold harmless the 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:

- 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.

### 2.18 GENERAL INFORMATION

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 necessary due diligence in making investigations and inquiries, examining documents, 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 (90) 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.

Expenses for developing the RFP response 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.

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.

## 2.19 FAILURE TO EXECUTE CONTRACT

If the Proposer, to whom the award is made, fails to enter into the Contract as herein provided and furnish proof of insurance within fourteen (14) days of the award, this shall be just cause for the annulment of the award, and an award may, in the discretion of the City, be made to the proposer whose proposal is the next most acceptable to the City in the opinion of the City.

## 2.20 WITHDRAWAL, CANCELLATION, OR MODIFICATION OF PROPOSAL

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

Yazdan T. Emrani, P.E., Director of Public Works  
Department of Public Works  
Administration Division  
633 E. Broadway, Suite 209  
Glendale, CA 91206-4388

Email: [yemrani@glendaleca.gov](mailto:yemrani@glendaleca.gov)

For a withdrawal to become effective, the City must receive the Proposer's request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer's verbal 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) calendar days following the Proposals' opening on **September 21, 2020**, subject to the exception described in the next paragraph below. The City may extend the 90-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 in filling out the Proposal and was not due to error in judgment, or carelessness in reading the RFP or the proposed Contract.

## **2.21 LETTER OF OBJECTION**

A Proposer, who believes that any part of this RFP is biased against a Proposer, or in favor of another due to lack of or impaired objectivity, unequal access to information, biased evaluation criteria or precludes the Proposer from being given reasonable consideration in the procurement process, must submit a letter, clearly stating the specific objections, the areas of concern, and a proposed method for resolving the objections. The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence. The City must receive the letter of objection on or before 5 p.m., **October 15, 2020**. The City will not consider any verbal objection. The letter of objection must be addressed as follows and delivered to:

Yazdan T. Emrani, P.E., Director of Public Works  
Public Works Department  
Administration Division  
633 E. Broadway, Suite 209  
Glendale, CA 91206-4388

Email: yemrani@glendaleca.gov

Upon the City's timely receipt of the objection letter, 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 an Addenda.

## **2.22 INTERIM INQUIRIES AND RESPONSES; INTERPRETATION OR CORRECTION OF RFP**

If a Proposer has any question related to this RFP, the proposed Contract, or the Scope of Work— 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:

Kevin Todd, Assistant Director of Public Works

Email: ktodd@glendaleca.gov

The City must receive the Request for Clarification on or before October 26, 2020 at 5 p.m.

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 XVII (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.

### **2.23 REGISTRATION/ADDENDA**

Each proposer that plans to submit a **proposal must register** to ensure that they receive any Project updates and/or addenda. To register, please forward your company name, contact person/title and contact information to Greg Boghossian, Senior Project Manager, [gboghossian@glendaleca.gov](mailto:gboghossian@glendaleca.gov).

The City will issue Addenda in writing only. The City 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 Addenda. The City cannot guarantee that all Proposers will receive all Addenda. At any time before the "Proposal Deadline", the City may issue Addenda withdrawing the RFP or postponing 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.

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.

**CONTRACT No.** \_\_\_\_\_

## ATTACHMENT 1

### **SAMPLE**

### **PROFESSIONAL SERVICES AGREEMENT**

BETWEEN THE CITY OF GLENDALE  
AND  
THE CONSULTANT

**THIS AGREEMENT** ("Agreement"), effective \_\_\_\_\_, 2020 ("Effective Date"), is between the City of Glendale ("CITY"), a municipal corporation, and \_\_\_\_\_ ("CONSULTANT"), a \_\_\_\_\_ Corporation.

### **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 \_\_\_\_\_ corporation in good standing 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**

2.1. 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.

### **3.0 SERVICES**

3.1. **Scope of Work.** CONSULTANT scope of services includes: Validation of Glendale Central Library Building Program, prepare schematic design plans and specifications, prepare estimated construction cost and provide Construction Administration services during pre-Bid, Bid and Construction phases. ("the Services") in accordance with the Scope of Work and Fee Schedule, which is attached as "Exhibit A" and "Exhibit C" to this Agreement and is incorporated into it by this reference.

#### **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 the CITY, is a

prerequisite for CONSULTANT to proceed with each task. In performing each phase, 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 Sub-consultants, 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**

4.1. 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.

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 Manager shall meet 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 company Project Manager/President/Vice President/etc. 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 Sub-consultants. 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.

## **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. 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.

7.2. CITY shall pay for the Services that CONSULTANT performs in accordance with this Agreement and as specified in "Exhibit C," the TOTAL amount of which is not to exceed \_\_\_\_\_ dollars (\$).

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**

9.1. **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.

### **9.2. 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.

9.3. **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.

9.4. **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.

9.5. **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 Sub-consultants shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONSULTANT's and its Sub-consultants' 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 sub-consultant)— 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 sub-consultant) 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-6) 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 Section 2778— CONSULTANT, its employees, agents, Sub-consultants, 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 an act, error, or omission 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.

12.2. 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.

12.3. 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 an act, error, or omission of CONSULTANT INDEMNITOR; and

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

12.4. 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. 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.

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

12.6. 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.

12.7. 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
- (C) 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 14 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 14 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 14 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 County 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

(D) 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) 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.

(E) 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.: Public Works  
633 E. Broadway  
Glendale, CA 91206  
Attn: Yazdan T. Emrani, P.E., Director of Public Works

Tel. No.: 818-548-3900  
Email: yemrani@glendaleca.gov

**CONSULTANT:**

Name  
Address

Attn:

Tel. 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. **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.

14.17. **Digital Signatures.** A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

Executed at Glendale, California.

**CITY OF GLENDALE:**

By \_\_\_\_\_  
(Name) Yasmin K. Beers  
(Title) City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) President

Date: \_\_\_\_\_

APPROVED AS TO FORM	
NAME:	_____
TITLE:	_____
SIGNATURE:	_____
DATE:	_____

**EXHIBIT LIST**

- “Exhibit A”: Scope of Work
- “Exhibit B”: Project Time Schedule
- “Exhibit C”: Fee Schedule
- “Exhibit D”: Insurance Requirements

## EXHIBIT A

### Scope of Work

#### 1. Summary Scope:

- a. Consultant's summary scope of services includes:
  - (1) Validate Glendale Central Library Building Program.
  - (2) Prepare construction Plans and Specification (P&S), and estimated construction cost for renovation work. Coordinate review of the Construction plans and specifications with the City of Glendale Building and Safety department and obtain Permit.
  - (3) Provide Construction Administration Services.
- b. All work for this project will occur on the second floor of the library and will include, but will not be limited to:
- c. A total renovation of the approximate 7,800 square foot Children's Room.
- d. Demolition of existing children's restrooms and addition of a minimum of two adult restroom facilities to service the auditorium area and one or more family restroom(s) to the Children's Room.
- e. The Teen Area will require acoustical separation from the corridor to the west in the form of a complete or partial NanaWall® system, or comparable wall system.
- f. A view window from the Teen Area into the adjacent Sound Recording Studio, "Green Room" is required.
- g. Upgrade lighting, particularly in the Teen Area.
- h. Full Title 24 code and Fire and Life Safety compliance.
- i. New flooring, wall finishes, etc. throughout the renovated areas.
- j. New furniture and equipment, art, signage, and creation of appealing age-appropriate spaces.
- k. A building program outlining shelving, equipment and furniture requirements will be provided.
- l. It is expected that the renovations phased and will occur first in the Children's Room, then the Teen Area.
- j. Refer to Section 1.3 of the RFP for more detail description of Project Goals.

#### 2. Task 1 – Validate Glendale Central Library Building Program.

- a. Review the library building program with the library planning consultant for a full understanding of the

project requirements including, but not limited to, shelving, furniture, library specialty equipment, and general requirements; e.g., adjacencies, security, lighting, technology, etc.

3. Task 2 – Design:

- a. Consultant shall provide 15%, 65%, 90% and 98% (pre-final) construction plans, specifications and estimated construction cost for review and comment.
- b. Consultant shall attend one (1) design review meeting for each 15%, 65%, 90% and 98% design submittals to discuss review comments and resolve outstanding issues. Review meetings will be conducted either in-person or via teleconference.
- c. Submittal Schedule:
  - (1) 15% (Concept) Design - Submit 15% design plans and specifications within thirty (30) calendar days after Task Assignment. Allow ten (10) calendar days for review. Immediately following the review, Consultant shall organize a meeting with the City of Glendale and Glendale Library staff within seven (7) calendar days to discuss review comments.
  - (2) 65% Design - Submit 65% design plans, specifications and cost estimate within forty-five (45) calendar days after the 15% design review meeting. Allow ten (10) calendar days for review. Immediately following the review, Consultant shall organize a meeting with the City of Glendale and Glendale Library staff within seven (7) calendar days to discuss review comments.
  - (3) 90% Design - Submit 90% design plans, specifications and cost estimate within thirty (30) calendar days after the 65% design review mtg. Allow fourteen (14) calendar days for review. Immediately following the review Consultant shall organize a meeting with the City of Glendale and Glendale Library staff within seven (7) calendar days to discuss review comments.
  - (4) 98% (pre-final) Design - Submit 98% (pre-final) design plans, specifications and cost estimate within twenty (20) calendar days after the 90% design review meeting to City of Glendale staff and City of Glendale Building & Safety for review. Incorporate their comments and submit the

100% (Ready to Bid) package, along with the construction permit to City of Glendale Project Manager.

d. Distribution Schedule:

(1) Submittals: All copies in B/W, P&S to be 8 ½ “x11” and drawings to be ½ size. Provide Full size drawings for recipient D for the 98% submittal phase.

**NUMBER OF COPIES PER ADDRESSEE**

	<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>
15% Submittal (½ size drawings, specs)	1	1	8	0
65% Submittal (½ size drawings, specs)	1	1	8	0
90% Submittal (½ size drawings, specs)	1	1	8	0
98% (Pre-Final) (½ size drawings, specs and CD)	1	1	8	2 (Full size drawings, specs and CD)

(2) Addressees:

**(A)** Kevin Todd  
 Assistant Director of Public Works  
 City of Glendale, Facilities Management Div.  
 633 E. Broadway, Room 307  
 Glendale, CA 91206  
 (818) 548-3970  
[Ktodd@glendaleca.gov](mailto:Ktodd@glendaleca.gov)

**(B)** Greg Boghossian  
Senior Project Manager  
City of Glendale, Facilities Management Div.  
633 E. Broadway, Room 305  
Glendale, CA 91206  
(818) 937-8211  
[Gboghossian@glendaleca.gov](mailto:Gboghossian@glendaleca.gov)

**(C)** Gary Schaffer  
Director of Library, Arts & Culture  
City of Glendale, Library, Arts and Culture  
222 East Harvard Street  
Glendale, CA 91206  
(818) 548-2030  
[Gschaffer@glendaleca.gov](mailto:Gschaffer@glendaleca.gov)

**(D)** City of Glendale  
Building & Safety Dept.  
633 E. Broadway, Room 101  
Glendale, CA 91206

4. Task 3 - Construction Administration Services.

Consultant shall provide support during bidding and construction phases including, but not limited to:

- a. Attend a pre-bid meeting scheduled and conducted by City staff.
- b. Respond to questions from potential bidders and assist City project manager in preparing addenda during the bid period.
- c. Schedule and conduct pre-construction meeting at the job site prior to start of construction.
- d. Review Contractor requests for information (RFIs) and provide responses to City staff for dissemination to the Contractor.
- e. Review and approve Contractor's project schedule, material submittals and provide feedback to City project manager.
- f. Review Contractor's requests for change orders.
- g. Review and approve Contractor's invoices and forward to City project manager.
- h. Visit the job site during construction at least once each week to observe the Contractor's work progress and to ensure the design intent is being met.
- i. Provide technical support to resolve design issues.

- j. Prepare, assemble and distribute punch list items to City project manager.
- k. Review Contractor's O&M manuals, warranty items and all other project close out documents.
- l. Prepare as-built plans after construction is complete from redlined plans provided by the Contractor, by City staff, from responses to RFIs, from change orders, and from the Consultants site visits and observations.

## EXHIBIT B

### Schedule of Services

1. Consultant shall complete all services for Tasks 1 and 2 of Exhibit A (Scope of Work), within one-hundred-eighty (180) calendar days from Task assignment. This performance period excluded the period required by City of Glendale Building & Safety office to review the pre-final design documents.

EXHIBIT C

Fee Schedule

1. Total proposed fee is not-to-exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_).
2. For services performed Consultant shall be paid monthly based upon percentage of completion.
  - a. Task 1: Validate Glendale Central Library Building Program – Not to Exceed \$\_\_\_\_\_.
  - b. Task 2: Design – Not to Exceed \$\_\_\_\_\_.
  - c. Task 3: Construction Administration Services – Not to Exceed \$\_\_\_\_\_.
3. Fee shall be fixed for the duration of this agreement.
4. Fee is inclusive of all direct and indirect costs including, but not limited to mileage, equipment, reproduction, etc.
5. Any changes or additional work required in the scope of work or revisions will be performed based on the following rates:
  - a. Principal, \$/hr.
  - b. Project Manager, \$/hr.
  - c. Project Engineer, \$/hr.
  - d. CAD operator, \$/hr.
  - e. Clerical, \$/hr.

EXHIBIT D – 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 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**” and— 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
  - (H) 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.

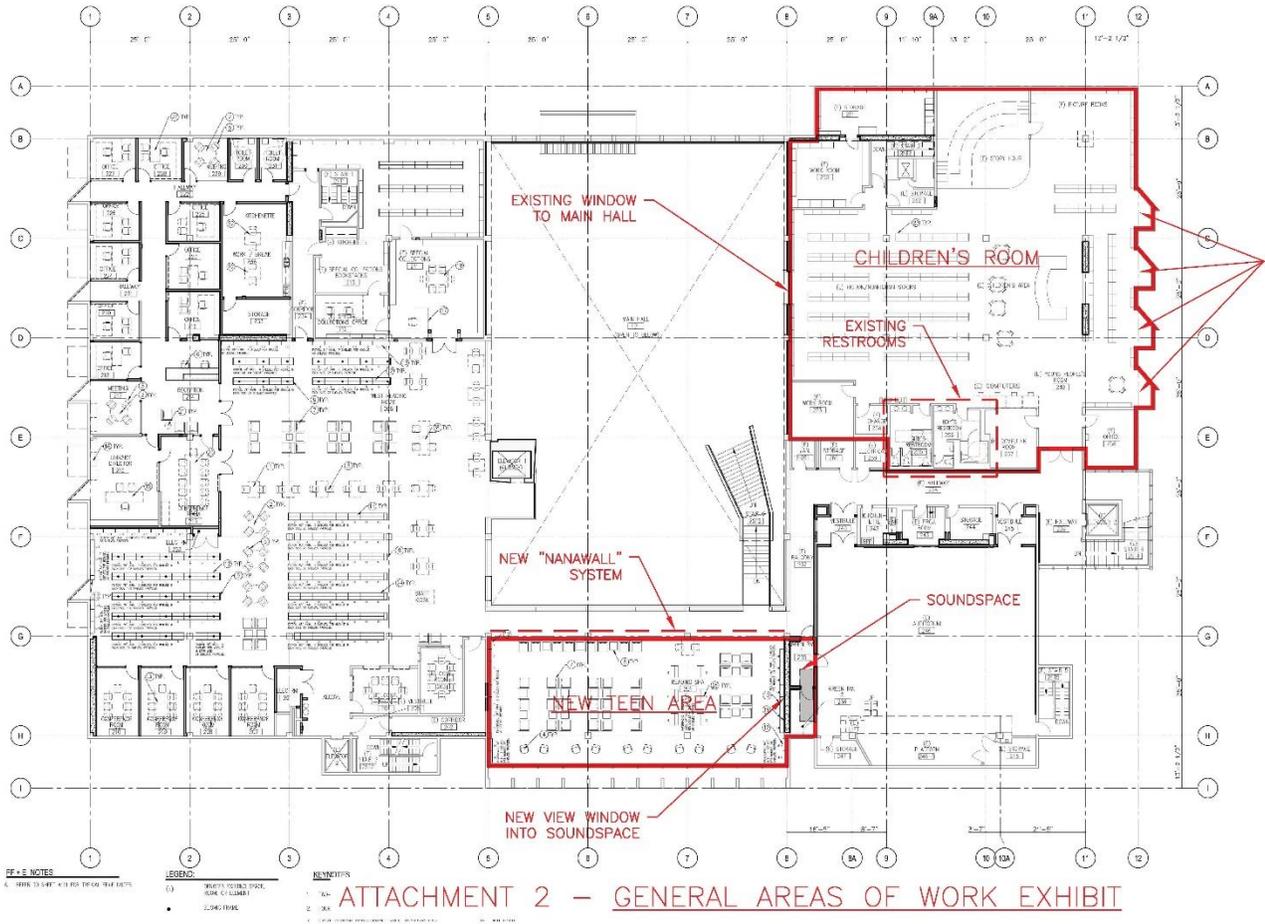
**INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

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
- (F) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

# ATTACHMENT 2

## GENERAL AREAS OF WORK



## ATTACHMENT 3

# CAMPAIGN FINANCE ORDINANCE DISCLOSURE FORM

**CAMPAIGN FINANCE ORDINANCE DISCLOSURE**

City of Glendale

Disclosure - Campaign Finance Ordinance

In August 2011, City Council adopted Ordinance No. 5744, Campaign Finance Ordinance, which became effective on September 9, 2011 and amended it with Ordinance No. 5768 in February 2011. The Ordinance prohibits campaign contributions from parties who contract/subcontract with the City of Glendale (City), Glendale Redevelopment Agency (GRA), or the Housing Authority (HA) of the City of Glendale and prohibits Council Members from voting on matters pertaining to contracts with persons who have provided campaign contributions.

The Ordinance requires disclosure in staff reports providing the following information for the contractor and it's subcontractor(s) receiving a contract, or a series or combination of contracts, from the City with a total value of \$50,000 or more and \$25,000 or more, respectively, in a fiscal year (July 1-June 30), excluding competitively bid contracts awarded to the lowest responsible Proposer:

- Name of the entity
- Name of the Chief Executive Officer/President
- Chief Operating Officer
- Chief Financial Officer
- Chairperson
- Any member of the board of directors
- Any person or entity that owns more than 10% of the contracting party or any subcontractor
- Name of any campaign committee controlled or sponsored by the contracting party

Please complete the following Information for contractors & subcontractors (including Consultants & Sub-consultants):

**Contractor(s) \***

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

\* For purposes of the Ordinance, the Contractor is any “person” who is the party or prospective party to the contract with the City, GRA or HA or any member of that party’s Board of Directors, its Chairperson, Chief Executive Office, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in the party, and any campaign committee, that is sponsored or controlled by the party. Please disclose the name and addresses of these persons above.

**Subcontractor(s) \*\***

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

\*\* “Subcontractor” means a person who 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. For purposes of the “subcontractor”, “Person” includes the subcontracting party as well as any member of that party’s Board of Directors, its Chairperson, Chief Executive Office, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in the party, and any campaign committee, that is sponsored or controlled by the party. Please disclose the names and addresses of these persons above.

Campaign Committee Controlled/Sponsored by \_\_\_\_\_

**Certification**

I hereby certify, on behalf of the above-named contractor, that the names of all “person” of the contractor and subcontractor under the contract are fully set forth above. I further acknowledge that the applicant has a continuing obligation to update this disclosure form if the applicant selects additional or substitute architects, design professionals, contractor or subcontractors within ten (10) days of the selection or change. I hereby certify that I have been legally authorized by the contractor to submit this disclosure form and certify to the content hereof.

Executed on \_\_\_\_\_ at \_\_\_\_\_, California

Contractor’s Signature \_\_\_\_\_ Print Applicants’ Full Name \_\_\_\_\_

Contractor's Address \_\_\_\_\_

Contractor's Contact Phone Number: \_\_\_\_\_ Contractors' E-mail  
Address: \_\_\_\_\_

RFP Glendale Central Library Youth Services Renovation  
**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: \_\_\_\_\_, 202X, at: \_\_\_\_\_, California.

Signature: \_\_\_\_\_ Print Full Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**ATTACHMENT 4**

**(SAMPLE)**

**INSURANCE FORM**



Policy Number:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED  
(Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D.** The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

# ATTACHMENT 5

## INSURANCE AFFIDAVIT FORM

**Insurance Requirements Affidavit**

THIS FORM IS TO BE COMPLETED THOROUGHLY BY PROPOSER'S INSURANCE BROKER/AGENT AND PROPOSER. **If Proposer has multiple Brokers/Agents, make copy of form and have each Broker/Agent supply information accordingly.**

I, the undersigned (Please check one box)  underwriter  agent, certify that Broker/Agent and Proposer listed below have jointly reviewed the "Insurance Requirements" (EXHIBIT D) in the Specification Package. If City of Glendale ("City") awards Proposer the Contract for named project, I, Broker/Agent, will be able—within fourteen (14) calendar days after award of contract—to furnish the City with all the required Insurance Certificate(s) and Endorsement(s) as listed in the "Insurance Requirements" or Specification Package, Request for Proposal/Request for Qualifications, and/or Professional Services Agreement.

Project Name: \_\_\_\_\_

Specification Number: \_\_\_\_\_

**NAME OF INSURANCE COMPANY:**

Broker/Agent Name (Printed): \_\_\_\_\_

Broker/Agent (Signature): \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

**PROPOSER'S COMPANY NAME:**

Proposer's Name (Printed): \_\_\_\_\_

Proposer's Name (Signature): \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

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

Place a check mark (✓) next to each line of coverage Broker/Agent will provide, and furnish the name of the Carrier next to each coverage:

- Commercial General Liability \_\_\_\_\_
- Automobile Liability \_\_\_\_\_
- Workers' Compensation Liability \_\_\_\_\_
- Professional Liability \_\_\_\_\_
- Pollution Liability \_\_\_\_\_
- Builder's Risk City Will Purchase Policy, if required

**NOTE:** (1) If this Affidavit is not completed accurately, and/or there is failure to submit the form, City may declare Proposal non-responsive. (2) If Awarded Proposer fails to submit the required insurance forms within the 14-day time limit, and/or forms submitted do not fully comply with the Insurance Requirements, City may declare Proposer non-responsive and elect to award the Contract to the next lowest responsible Proposer.

*If you have any questions about this form or Insurance Requirement*

## ATTACHMENT 6

### DECLARATION OF NON-COLLUSION

### Declaration of Non-Collusion

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 proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

\_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

# ATTACHMENT 7

## RFI FORM

REQUEST FOR INFORMATION FORM

RFI NO. RFI-01

TO: \_\_\_\_\_  
COMPANY NAME

FROM: \_\_\_\_\_  
COMPANY NAME

QUESTION:

DRAWING REFERENCE (Sheet / Detail): \_\_\_\_\_  
SPECIFICATION REFERENCE (Section / Article): \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
Name / Title Signature

DATE \_\_\_\_\_

RESPONSE:

RESPONSE BY: \_\_\_\_\_  
Name / Title Signature

DATE \_\_\_\_\_

Potential Schedule Impact:

Potential Cost Impact:

**ATTACHMENT 8**

**TASK AWARD LETTER**



**CITY OF GLENDALE, CALIFORNIA**

Public Works

Facilities Management

633 E. Broadway, Suite 305

Glendale, CA91206-4323

Tel (818)548-3970

Fax (818)543-7132

Ktodd@glendaleca.gov

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**TASK ORDER**

, 2020

Subject Project: Public Works Facilities Management Division (FMD)

Dear Mr. ,

You are authorized to proceed with

Consulting service is further defined as follows:

SCOPE OF WORK

SCHEDULE

Start of Task

End of Task

BUDGET

Task work shall be performed on a time and material basis, not to exceed \$



CITY OF GLENDALE, CALIFORNIA

Public Works Facilities  
Management

633 E. Broadway, Suite 305

Glendale, CA 91206-4323

Tel. (818) 548-3970

Fax (818) 543-7132

Ktodd@glendaleea.gov

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## KEY PERSONNEL

A/E Project Manager

PWFMD Project Manager

## REFERENCES

- Contract # Professional Services Agreement
- Letter from , dated , 2020.

Please notify me when eighty (80) percent of the task limit has been expended. If you have any questions, or if additional information is required, please call or e-mail.

---

Kevin C. Todd

Assistant Director of Public Works

cc: Project File

# ATTACHMENT 9

## PROPOSAL SCORE SHEET

**Proposal Score Sheet**

PROPOSER:

	Maximum Score	Score Received	Comment (if applicable)
Overall Quality of Proposal.	10		
The Firm's Understanding of the Project.	15		
The Architect's Approach and Methodology for the Project.	15		
The Schedule for the Project's Development.	10		
The Relevant Experience of the Firm.	10		
The Architect's Creativity and Sensitivity to the City's Needs.	10		
Stated Exceptions to the City's Proposed Contract for Services.	10		
Technical Sub-Consultants.	10		
Overall Proposed Value/Cost	10		
<b>TOTAL</b>	<b>100</b>		

Rater: \_\_\_\_\_

Date: \_\_\_\_\_