



**Website:**  
[www.city.fortbragg.com](http://www.city.fortbragg.com)

**Address:**  
416 N Franklin St  
Fort Bragg, CA 95437

**Phone:**  
707-961-2823

# REQUEST FOR PROPOSALS FOR DESIGN SERVICES FOR THE BAINBRIDGE PARK ENHANCEMENT PROJECT, PWP-00096

**Questions Due By:**

5:00 p.m.  
August 15, 2023

**Proposals Due By:**

2:00 P.M.  
August 25, 2023

**Contacts:**

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**RFP Available:**

<https://www.city.fortbragg.com/government/requests-for-proposals-bids>



**INTRODUCTION**

The City of Fort Bragg is seeking proposals from qualified firms to provide Professional Landscape Architecture and Engineering Design services and Construction Documents for the Bainbridge Park Enhancement Project.

The Bainbridge Park Enhancement Project includes various new amenities as well as rehabilitation of existing features, including:

- The Construction of a new multi-use pavilion with electrical and water access
- Construction of (up to) 105' X 70' fenced, artificial surface soccer pitch w/lights
- New public art and landscaping throughout the park
- Master lighting control system and new lights
- Full Renovation of the 11,000sf playground with new equipment and ADA surfacing
- Camera System for Park
- Minor Cosmetic or Maintenance Upgrades for Existing Bathroom Facilities
- Incorporate Existing Drainage into the Park Layout

The City is currently under contract for the replacement of the playground equipment, as it was too old to keep in use for the duration of the enhancement project. The playground will not be included in this scope; however, the ADA surfacing of the play area is to be included.

The City has received funding from the California State Parks Program Grant (SPP Prop 68). The total park budget, which includes all hard and soft costs, shall not exceed \$2,241,000. All deliverables prepared by the selected consultant shall conform to the SPP Prop 68 Guidelines.



Figure 1: Concept Level Site Plan



**AGENCY DESCRIPTION**

The City of Fort Bragg is located approximately 165 miles north of San Francisco and 188 miles west of Sacramento, with a population of about 7,000. Fort Bragg is a general law City, with a five-member City Council and operates under the Council-Manager form of government. The Council appoints the City Manager, who appoints other City officials and is charged with overseeing the City's daily operations.

The City provides a wide range of services to its residents including public protection through the Police Department, the construction and maintenance of streets and infrastructure, water service, community development, financial management, and administrative services. Special Districts and Joint Powers Authorities (JPAs) under the jurisdiction of the City provide emergency services, fire protection, wastewater treatment, and redevelopment services throughout the City. The City employs approximately 60 regular full-time employees. During the busy tourist season, the City traditionally hires temporary employees for parking enforcement and maintenance of City streets and parks.

After nearly half a century of volatile economic change imposed by industrial downsizing, Fort Bragg seeks to emphasize placemaking via its outstanding natural setting, the historic areas within the community, and an engaged Arts and Environmental community. Within its civic structure, the community is actively working to 1) participate in creative placemaking emphasizing the Arts as one means to innovate to connect residents and the natural surroundings; and 2) integrate tools to maintain Fort Bragg's greatest natural asset, the beautiful coastal environment. The City of Fort Bragg is a small community with a very involved public. The incorporation of the Arts and the inclusion of community input will be key facets of a successful park design.

**PROJECT BACKGROUND**

The City of Fort Bragg owns and maintains the Harold O. Bainbridge Park located at 350 N. Harrison Street. Within the Park, there is one playground. The Wiggly Giggly Playground is the only City-owned playground available to our community's young children and it is the only public playground between Leggett and Caspar. In addition to the playground, the park offers many activities for people of all ages to enjoy, including tennis courts, a basketball court, and picnic areas. The park is located within a residential neighborhood with other notable neighboring land uses including the Fort Bragg Library and the Central Business District two blocks away. The total park site to be developed is 1.4 acres.

Between 2014 and 2016, a Bainbridge Park Master Plan was prepared which should be used by the consultant to provide direction and implementation strategies for the development of the Park Enhancement Project. Since the completion of the plan, one major modification was approved by City Council with input from the community regarding the need for the installation of two artificial turf soccer fields. Figure 1 (above) represents the community input from the Master Plan and the inclusion of the soccer fields.

Currently, underway, the City Council approved a 2023 contract with GameTime and a local contractor to replace the Playground, as it was too old to keep in use for the duration of the enhancement project. The playground will not be included in this scope; however, the ADA surfacing of the play area is to be included. The feel and theme of the surfacing should reflect the playful elements incorporated in the new play equipment.



## SCOPE OF WORK

The intent of this Request for Proposals (RFP) is to secure the services of a qualified Landscape Architecture and/or Engineering Design consultant to conduct design-engineering services for the Bainbridge Park Enhancement Project. Services shall generally include the following tasks:

1. Project Management
2. Data Gathering and Analysis
3. Investigations
4. Preliminary Design
5. Final Design and Contract Documents
6. Support During Bid Period
7. Support During Construction

The following Scope of Services is provided as a guideline and is intended to identify the City's expectations and requirements associated with the Final Design effort. Consultants may suggest modifications to the proposed Scope of Services and are encouraged to expand the scope to include additional and/or optional tasks if deemed necessary to execute and facilitate the final design of the Project. At a minimum, the following specific tasks are to be included in the proposed Scope of Services.

### **Task 1 – Project Management**

- Prepare and lead the Project kick-off meeting with the City to discuss and review the following:
  - Project background, goals, constraints, and approach
  - Project reporting/communication protocols/coordination
  - Project schedule
  - Critical/High Priority Scope
- Provide electronic project design schedule (baseline and monthly progress updates) in searchable pdf format. The schedule should incorporate a minimum 3-week period for each City submittal review.
- Schedule and lead regular coordination and progress meetings with the City. Consultant shall prepare agenda, meeting minutes, and presentations (as necessary) for all meetings for the duration of the project.
- **Deliverables:** Consultant shall submit all meeting agendas and presentations to the City at least two (2) days before meetings, and all meeting minutes shall be submitted within five (5) working days following each meeting. City comments shall be incorporated, and final minutes published for distribution and record.



**Task 2 – Data Gathering and Analysis**

- Gather, review, and understand information on the City’s previous planning and design efforts for the Project, including a detailed review of all associated reference documents.
- Conduct field visits, inquiries, and investigations to acquire and review all relevant records of existing and proposed utilities including review of record drawings, property boundaries, and right-of-way, environmental and geologic information, as well as to document physical conditions, features, and constraints within the Project area.
- Acquire mapping, record drawings, and relevant information (aerial, utility, topographic, geologic, environmental, etc.) from City, County, USGS, and other agency sources and compile the base map.
- Review the conditions of the existing park space and the best options and ways to integrate the proposed enhancements.
- Review PG&E service needs and coordinate to ensure sufficient services for all new park lighting.
- Collect citizen input through online surveys and one in-person meeting to provide public engagement for the project. Ensure public credibility of the proposed amenities and alignment with the Park Master Plan.
- Complete an independent review of all provided reference documents to either confirm the design recommendations or suggest alternatives. Alternative recommendations shall be identified and discussed early in the design. At a minimum, consultant review shall include the following:
  - Potential environmental concerns
  - Potential utility conflicts and concerns
  - Hydrology Concerns
  - Preliminary Design Recommendations and Architectural Renderings
- Meet with City staff and discuss standards, expectations, project approach, and results of data gathering and analysis.
- **Deliverables:** Consultant shall summarize the results of this task into a Technical Memorandum (TM) and submit it as one (1) electronic copy (searchable pdf), for City review. City comments shall be incorporated into the final technical memorandum.



### Task 3 - Investigations

#### Task 3.1 Surveying and Utility Potholing

- Using field topography methods, prepare a topographic survey of the area of work including grades, utilities, site boundaries, trees, fencing, etc. The task includes establishing horizontal and vertical control. The deliverable will be a 10-scale digital base map showing spot elevations, contours, and all existing surface and underground features identified by record drawings and field surveys.
- Define the quantity and location of utility potholing efforts required for the final design, including potholing the existing utilities in the immediate vicinity of the park as needed. Upon the City's review and acceptance of the Consultant's proposed utility potholing plan, all utility potholing efforts shall be coordinated with field surveying and final base mapping efforts.
- **Deliverables:** Results of all surveying activities shall be incorporated into the final contract documents. The results of all potholing activities shall be summarized in a report or technical memorandum submitted to the City. Submit one (1) electronic copy (searchable pdf) for City review. City comments shall be incorporated into the final report or technical memorandum.

#### Task 3.2 Geotechnical Investigation

- Review background information including readily available geotechnical reports, geologic maps, and aerial photographs. The design firm's geotechnical engineer shall perform subsurface exploration to evaluate the current geotechnical conditions and analyze soil samples. Perform geotechnical laboratory testing and prepare a report presenting a summary of the field and laboratory data. The report shall include geotechnical recommendations for earthwork/site preparation, design and construction of foundations, flatwork, drainage, and other pertinent geotechnical considerations for construction.
- **Deliverables:** Consultant shall summarize results and recommendations into a report. City comments shall be incorporated. One (1) electronic copy of the final geotechnical report shall be submitted. The results of the geotechnical investigation shall be incorporated into the final contract documents.

### Task 4 – Preliminary Design

- The Consultant shall provide preliminary designs for all proposed project elements based on the results from tasks 2 and 3, including the following:
  - Multi-Use Pavilion Design and Location
  - Benches, Sidewalk, Signage, and BBQ Areas (as needed)
  - Soccer Pitch Design and Location
  - Public Art throughout the Park
  - Landscape Planting and Irrigation Design
  - Master Lighting Control System and New Lights
  - Camera System for Park



- Poured ADA-Compliant Surface for the Playground Area
- Minor Cosmetic or Maintenance Upgrades for Existing Bathroom Facilities
- Incorporate Existing Drainage into the Park Layout
- During preliminary design, prepare concept renderings for the proposed new facilities. The renderings will consist of bird's eye views and street views of the proposed park layout including representative landscaping and individual park elements such as the new pavilion and soccer pitch.
- Complete a lighting analysis for the proposed lighting improvement plan to ensure lighting is sized correctly and appropriately illuminates surroundings.
- Complete a preliminary plant evaluation and planting plan in accordance with City planting standards.
  - The Prop 68 guidelines required consultation with California Conservation Corp (CCC) to determine whether elements of the project could be implemented with their services. The Ukiah CCC determined their Corps members could assist with landscaping.
- Upon completion of the architectural renderings and preliminary (30%) design drawings, the consultant shall conduct a preliminary design review meeting to present the preliminary design recommendations and architectural renderings to city staff. All comments from city staff shall be incorporated into the final design.
- Provide a minimum of two City Council presentations with renderings of proposed facilities and proposed options based on public feedback provided in Task 2. Virtual attendance at Council presentations is an option. All proposed layouts will be presented for City Council and public approval before proceeding with the final design.
- **Deliverables:** All preliminary architectural engineering renderings shall be provided to the City. Plans, specifications, and engineer's estimates shall be submitted at 30% design level for City review. The consultant shall submit plans, specifications, and construction cost estimates; in searchable pdf files.

**Task 5 – Final Design and Contract Documents**

- The principal design components of this project include all proposed project elements based on the results from Tasks 2 and 3 and listed above Task 4.
- Consultant shall prepare Contract Bid Documents consisting of detailed design plans and specifications. The plans shall include (at a minimum):
  - General plans
  - Grading plans
  - Drainage & Storm Drain Plans



- Erosion control plans
  - Architectural Plans
  - Landscape planting and irrigation plans
  - Plumbing plans
  - Mechanical plans
  - Structural plans
  - Lighting and Electrical plans
- 
- The consultant shall prepare complete specifications, including General Provisions (provided by the City), Technical Specifications, and detailed Bidding Sheets including estimated costs.
  - Contract Documents, including detailed design plans and specifications, shall be prepared in accordance with the City Standards.
  - Specifications shall include a detailed anticipated sequence of work. The sequence of work shall include sequencing for all demolitions and all construction phasing requirements as necessary for the proper construction of all proposed park facilities.
  - Specifications shall include reference to Prop 68 implementation guidelines including the required coordination with CCC for landscaping.
  - Coordinate with all local utilities and agencies including electric, television, gas, water, sewer, etc. for utility locations. All existing and proposed utilities shall be identified on the plans. Locate, identify, and show City facilities and appurtenances on the drawings, including storm drains, sewer lines, force mains, vaults, manholes, and other appurtenances. Final contract documents shall include a final electrical utility plan of service approved for construction.
  - **Deliverables** – Plans, specifications, and engineer’s estimates shall be submitted for City review at the 60%, 90%, and 100% progress levels. At each design level, the consultant shall submit electronic searchable copies of all documents. The 100% submittal shall include three (3) full-size plan sets signed by a California Licensed Landscape Architect or Licensed Engineer.

**TASK 6 – Support During Bid Period**

- During the bid period, the Consultant will respond to bidder requests for information (RFI), attend pre-bid meetings to respond to bidder’s questions, document questions and responses, and prepare addendums or bulletins if necessary.
- **Deliverables** - Responses will be in memorandum format and returned to the City along with the initial requests for information (RFI). The City will forward the information to the plan holders and bidders.





### TASK 7 – Support During Construction

- Consultant will provide construction support services requested by the City on a time and materials basis.
- **Deliverables-** During the construction period the Consultant will respond to contractor’s RFI, attend construction meetings if requested by the City, review contractor’s submittals, and make design modifications.

### REFERENCE MATERIAL AVAILBLE

1. Bainbridge Park Master Plan
2. SPP Prop 68 Grant Submittal and Guidelines
3. California Conservation Corps Consultation Agreement
4. Playground Mater Files (plans, specs, contracts)

### PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF document and two (2) printed copies of the completed proposals and cost bid so that it is received by the City no later than **2:00 p.m. on, August 25, 2023** to:

City of Fort Bragg  
Attention: Cristal Munoz, Acting City Clerk  
416 North Franklin Street  
Fort Bragg, CA 95437

2. Format: Printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document and organized in sections following the order specified under contents.
3. Contents: Proposal shall contain the following information:
  - A. Firm Description

Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence. The proposal shall include the name of the firm submitting the proposal, its mailing address, telephone number, email address, and the name of an individual to contact if further information is desired.
  - B. Key Personnel Qualifications

Identify key personnel and their respective roles, describe the qualifications of all professional personnel to be employed, include a synopsis of relevant work experience and a résumé for each professional.
  - C. References

The prospective contractor shall provide names, addresses and telephone numbers for at least three public agencies for whom the firm has performed work similar to that



proposed in this request. A summary statement describing relevant experience for each assignment shall be provided.

D. Scope of Work

Provide an explanation of tasks associated with the project, including how you propose to complete each task, describe the overall approach to the project, including any specific techniques that will be used, and administrative and operations management expertise that will be employed.

E. Work Schedule

Provide a time schedule for completion of work, include major tasks and timeframes. It is the goal of the City to construct the project in either the Spring or Fall of 2024 at a time when school is in session that also does not conflict with rainy season.

F. Budget and Schedule of Charges

Provide a "Not to Exceed" amount and a list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and Job Descriptions for Personnel. Please be aware that prevailing wage rates may apply to preconstruction work, such as inspection and land surveying, for public works projects.

G. Insurance

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 13 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for reduction in the insurance amount shall be included in the proposal.

**The cost of such insurance shall be included in the consultant's proposal.**

H. Consultant Agreement

The City's standard consultant services agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement. All requests for amendments to language in the agreement **must** be included in the proposal.

**EVALUATION CRITERIA**

Proposals will be evaluated on the basis of the following criteria:

- Qualifications of Individuals and Firm Experience/Performance
- Proposal Contents & Scope of Work
- Cost Proposal, including Budget/Resource Allocation
- Schedule

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City of Fort Bragg and a recommendation for award of contract will be presented to the Fort Bragg City Council.



**OTHER CONSIDERATIONS**

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part of or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

**RFP SCHEDULE**

RFP Release	<b>July 25, 2023</b>
Deadline for Written Questions	August 15, 2023
Proposals Due	August 25, 2023
Interviews (as needed)	Week of August 28, 2023
Selection	September 11, 2023

**QUESTIONS**

Questions should be directed to:

Chantell O’Neal, Assistant Director of Engineering  
City of Fort Bragg  
416 North Franklin Street  
Fort Bragg, CA 95437  
(707) 961-2823 Ext. 133  
Email: [coneal@fortbragg.com](mailto:coneal@fortbragg.com)

**ATTACHMENTS**

Exhibit A – City’s Standard Professional Services Agreement

**CITY OF FORT BRAGG  
PROFESSIONAL SERVICES AGREEMENT  
WITH**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_ [date, date & year] ("Effective Date"), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and \_\_\_\_\_, a [state] [type of corporation] [address] ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to \_\_\_\_\_, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and **[Delete if not design professional and renumber paragraphs]**

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, the legislative body of the City on \_\_\_\_\_, [date] by Resolution No. \_\_\_\_\_ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

**[Delete whichever Paragraph E doesn't apply]**

E. WHEREAS, the City Manager is authorized by Fort Bragg Municipal Code Section 3.20.040 to negotiate contracts in an amount not to exceed \$25,000.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with

all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services

contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## 2.0. COMPENSATION, BILLING AND PREVAILING WAGES

2.1. Compensation. Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00).  
**[Delete whichever paragraph 2.1 does not apply.]**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

## 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by \_\_\_\_\_, 20\_\_\_\_. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on \_\_\_\_\_, 20\_\_\_\_, [3 months after Completion Date in 3.1] unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in

progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.



The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be [REDACTED]. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates [REDACTED] as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if

such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

IF TO CITY:

City Clerk  
City of Fort Bragg  
416 N. Franklin St.  
Fort Bragg, CA 95437  
Tel: 707-961-2823  
Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole

expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made

available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving

precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Use of Recycled Paper Products. In the performance of this Agreement, Consultant shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: \_\_\_\_\_  
Peggy Ducey  
Its: City Manager

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

ATTEST:

By: \_\_\_\_\_  
June Lemos, MMC  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Keith F. Collins  
City Attorney