



## AGENDA BILL

Agenda Item No. 7(A)

**Date:** May 2, 2017  
**To:** El Cerrito City Council  
**From:** Christopher Jones, Recreation Director; Yvetteh Ortiz, Public Works Director  
**Subject:** Parks and Recreation Facilities Master Plan Consultant Award

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### **ACTION REQUESTED**

Adopt a resolution authorizing the City Manager to execute a professional services agreement with RHAA in an amount not to exceed \$180,188 for preparation of a citywide Parks and Recreation Facilities Master Plan (“Master Plan”) and to authorize change orders in an amount not to exceed \$19,812.

### **BACKGROUND**

El Cerrito’s parks and recreation facilities are heavily visited and utilized by the public. With the exception of the reconstruction of the El Cerrito Swim Center in 2004, El Cerrito’s parks and recreation facilities were constructed several decades ago beginning with the Casa Cerrito Preschool (originally a single family home) in 1950 and most recently the Fairmont and Madera Clubhouses in 1988. Most of El Cerrito’s parks and recreational assets were constructed or improved to the condition that they are in today thanks to the voter approved parks bond in 1964. Rehabilitation work has been minimal since these times and the system’s age is evident throughout the City. .

In 2003, the *Landscape Management Plan* surveyed City properties to inventory trees, landscape plants and turf grass areas and assess existing conditions. The Plan identified the need for a “complete and proactive maintenance program” and corresponding budget to address significant issues including pest, disease and deferred maintenance risks. In 2004, the *Structural Facilities Master Plan* identified deferred maintenance needs for recreational facilities including buildings, playgrounds, and other hardscapes. Since this time there has not been any major work towards addressing the majority of issues identified in the reports. Millions of dollars of unfunded parks and recreational facility needs and projects remain with most major improvements being achieved only through the application of grant funds, most recently through Measure WW.

In April of 2013, the El Cerrito City Council adopted the City’s Strategic Plan with a primary goal being to “develop and rehabilitate public facilities as community focal points” and identified a strategy to “develop a plan to address ongoing and deferred maintenance of facilities and infrastructure”. On October 7, 2014 the Chair of the Park and Recreation Commission presented their Work Plan to the City Council. The

Commission highlighted the deterioration of facilities and parks as their main priority. The Urban Greening Plan, adopted by the City Council on December 15, 2015, calls for the creation of a Parks and Recreation Master Plan to “analyze access to a variety of recreation opportunities and to identify policies and programs to address these needs”.

In June of 2016, during the Fiscal Years 2016-17 and 2017-18 budget process, staff communicated to the City Council that a key challenge was maintenance of the City’s aging facilities, parks, open space, playgrounds and playfields. At that time, staff indicated that it would seek out proposals and cost information for a parks and recreation master plan as a basis for future development and maintenance of these important assets and bring it back to the City Council for approval and budget appropriation at a future date. On November 30, 2016 the Park and Recreation Commission recommended that the City pursue the hiring of a consultant to produce the El Cerrito Parks and Recreation Facilities Master Plan. Recognizing that the City has done several recent and related planning efforts in the past, the recommendation was that the Master Plan “fill the gaps” in terms of vision, public engagement, park enhancement needs, new facility needs, and prioritization of projects. They also recommended collecting asset data to contribute to a future, citywide asset management program and to explore funding options to implement the Master Plan recommendations.

**ANALYSIS**

City staff released the Request for Proposals (RFP) for the El Cerrito Parks and Recreation Facilities Master Plan on February 9, 2017. The availability of the RFP was posted on the City’s website and the RFP was emailed to sixty-five landscape architecture and related firms. The City received eleven statements of interest and eventually four proposals from consultant teams by the deadline of March 6, 2017 (one proposal was received after the deadline). A consultant selection panel consisting of City staff and two Park and Recreation Commissioners reviewed the proposals based on the evaluation criteria listed in the RFP which are listed below:

1. Approach to delivering work with demonstrated clear understanding and creative approaches to project tasks;
2. Record of experience in strategic and master planning for parks and recreation facilities and services.
3. Record of experience in preparing asset management plans, systems, and/or programs.
4. Experience in working with diverse community and governmental constituencies to reach a consensus in master plan excellence.
5. Experience in working with municipal governments including parks and recreation and public works departments.
6. Client experience on similar projects.
7. Qualifications of the firm, project manager and other personnel to be assigned to the Project, including education, experience, and professional expertise in this type of work.

8. Reasonableness of cost for services.

The selection panel short-listed three consultant teams for interviews. One interview was conducted on Monday, March 20, 2017 and the remaining two on Wednesday, March 22, 2017. The panel developed the final ranking of the consultant teams as follows:

1. RHAA
2. WRT
3. MIG, Inc.

The RHAA team is supported by several specialized consulting firms including The Sports Management Group (a community recreation planning firm), mack<sup>5</sup> (a construction planning and management firm), and Applied Development Economics (a consulting firm specializing in economic planning and development services). The RHAA proposal was selected as the best fit by the selection committee because of the level of expertise they have brought to bear on each topic that the Master Plan will cover. RHAA itself has a nearly 60 year history in creating places that enrich the fabric of the community. One of the firm's founders, Robert Royston, designed a few El Cerrito Parks in the 1960's including Fairmont Park along the Ohlone Greenway with its famous concrete turtle. Recently, RHAA has a successful track record delivering similar parks master plans, most notably for the cities of Newark, Santa Cruz and Oroville. The Sports Management Group, a national firm based in Berkeley, has assisted over 400 communities in planning and development of recreation programs and facilities including planning for winter and summer Olympic games. mack<sup>5</sup> brings a seasoned staff of professionals and experts in cost estimating, architecture, engineering, and contracting. mack<sup>5</sup> will prepare a comprehensive inventory and structural, architectural, mechanical, and electrical assessments of all parks, recreation facilities and programs to identify current and future maintenance and improvement needs. Applied Development Economics, located in Walnut Creek, will analyze potential funding and revenue sources to implement the strategies identified in the Master Plan.

Through an extensive public input process, plan review, and asset data collection effort the completed El Cerrito Parks and Recreation Facilities Master Plan will consist of:

1. Recreational Needs Assessment
2. Park and Recreation Facility Inventory and Condition Assessment
3. Potential Expansion and Enhancement Analysis
4. Priority Setting
5. Financial Evaluation, Prioritization and Funding Options
6. Final Report and Action Plan

The timeframe for development of the Master Plan is approximately 10 months and would begin immediately if approved by the City Council. The final Master Plan (or

portions of the Master Plan) will be brought to the Park and Recreation Commission and to City Council for consideration and adoption.

### **STRATEGIC PLAN CONSIDERATIONS**

To varying degrees, the Parks and Recreation Facilities Master Plan will help further every goal in El Cerrito's Strategic Plan and several identified strategies.

Goal A: Deliver exemplary government services

*Strategy* - Increase productivity and efficiency by utilizing data-driven analysis to ensure appropriate resource allocation.

Goal B: Achieve long-term financial sustainability

*Strategies:*

- Develop a financial plan to address ongoing and deferred maintenance of facilities and infrastructure.
- Continue to pursue and support opportunities for new funding, including outside grants and ballot measures.

Goal C: Deepen a sense of place and community identity

*Strategies:*

- Promote strong neighborhoods.
- Adopt a Revised General Plan that meets the needs of the community now and in the future.
- Identify, promote, and/or develop entertainment, recreational, and leisure activities for people of all ages and demographics.

Goal D: Develop and rehabilitate public facilities as community focal points

*Strategies:*

- Develop a plan to address ongoing and deferred maintenance of facilities and infrastructure.
- Continue the facilities assessment to prioritize and strategize investment.
- Revisit and update the Structural Facilities Management Plan.

Goal E: Ensure the public's health and safety

*Strategies:*

- Utilize environmental design techniques to deter and prevent crimes
- Explore innovative and best practices for promoting public health

Goal F: Foster environmental sustainability citywide

*Strategies:*

- Be a leader in setting policies and providing innovative programs that promote environmental sustainability.
- Promote environmental education to facilitate behavioral changes by working with the school district and other community groups.
- Encourage alternative modes of transportation to the single occupancy vehicle.

**ENVIRONMENTAL CONSIDERATIONS**

Some level of environmental review will be required for the adoption of the Master Plan. As development of the Master Plan progresses, City staff anticipates that the appropriate level will be identified and will prepare the appropriate documentation.

**FINANCIAL CONSIDERATIONS**

Approval of this resolution will authorize the City Manager to enter into an agreement with RHAA for Parks and Recreation Facilities Master Plan Preparation services. Staff has identified RHAA as the preferred provider. The expenditure will span two fiscal years and Staff has identified the cost of the Parks and Recreation Facilities Master Plan as being no greater than \$30,000 in FY 2016-17 with the balance to be spent in FY 2017-18, for a total amount not to exceed \$200,000.

The funding required for the Master Plan is an unbudgeted expense. Based on current projections, no new appropriation is needed in the FY 2016-17 Budget. . The remainder shall be appropriated and included in the FY 2017-18 General Fund Budget. It is understood that this appropriation may result in a shortfall in the FY 2017-18 budget, thereby lowering the General Fund unrestricted balance.

**LEGAL CONSIDERATIONS**

The City Attorney has reviewed the proposed action and found that legal considerations have been addressed.

**Reviewed by:**



**Scott Hanin**  
**City Manager**

**Attachments:**

1. Parks and Recreation Facilities Master Plan Request for Proposals
2. RHAA's Work Plan, Timeline and Budget
3. Accompanying Resolution



**REQUEST FOR PROPOSALS (RFP)**

**for**

**CITY OF EL CERRITO  
PARKS AND RECREATION FACILITIES MASTER PLAN**

**CITY OF EL CERRITO  
RECREATION DEPARTMENT  
7007 Moeser Lane  
El Cerrito, California 94530  
(510) 559-7005**

**February 9, 2017**

**Proposals Due: 4:00 PM, March 6, 2017**

**REQUEST FOR PROPOSALS (RFP)**

**for**

**CITY OF EL CERRITO  
PARKS AND RECREATION FACILITIES MASTER PLAN**

**CITY OF EL CERRITO  
RECREATION AND PUBLIC WORKS DEPARTMENTS**

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**APPENDIX A: SAMPLE CITY OF EL CERRITO – CONSULTANT SERVICES AGREEMENT**

## PROJECT DESCRIPTION

The City of El Cerrito (“City”) is seeking proposals from qualified firms (“Consultant”) to develop a **Parks and Recreational Facilities Master Plan** (“Plan”) that achieves the following goals:

- Provides a Master Plan to maintain, rehabilitate and improve the City’s network of parks, facilities, recreational, and open space assets, including current unfunded park and recreational opportunities;
- Evaluates the effective use of the City’s financial and physical resources to proactively implement the Master Plan.

The Master Plan shall serve as a long-range planning and asset management document that provides a framework for understanding the recreational and open space assets the City owns, services it provides, risks it assumes, and financial investments it requires to maintain, repair, rehabilitate and improve these assets.

The City currently has several long-range plans related to the City’s network of parks, facilities, recreational, and open space assets. It is intended that the Master Plan shall build upon, and update as necessary, rather than replace or replicate these plans. A partial list of these resources is listed in the “Available Resources” section of this RFP. The Plan should incorporate the applicable goals, strategies, and data from the recently adopted Urban Greening Plan, and other applicable plans, and devise a method(s) of “filling in the gaps” to create a Parks and Recreation Facilities Master Plan. It should document and clearly define the link between the community’s high priority parks and recreation facilities needs and strategies to obtain those goals, including financing and funding strategies.

The City plans to simultaneously initiate a city-wide infrastructure asset management system. While provision of an asset management software package is not part of the scope of the Master Plan RFP, the selected consultant will provide support to the City in collecting and evaluating appropriate data to populate and maintain the asset management system. The Consultant team should articulate how the Master Planning process will balance this asset management component with the long-range planning aspects of the Plan.

The Plan will provide a better understanding of the current and future maintenance & improvement needs for the City’s parks and recreational facilities, and the financial requirements to sustain an appropriate level of service and quality. The City intends to use the Plan to communicate this improved understanding of the park and recreational facility needs with the public and City decision makers; and to develop management strategies that deliver the established levels of service while managing individual facilities and assets in the most cost effective manner possible over the life of the asset.

The Plan should be ready for City Council consideration and adoption in April 2018. Proposals shall be submitted to the City no later than 4PM, March 6, 2017.



## PROJECT SCOPE, TASKS AND DELIVERABLES

The Scope of Work will consist of working with City staff, a citizen advisory group, Boards, Committees and Commissions, and the public to develop a Parks and Recreation Facilities Master Plan to be adopted by the City Council. The City intends for the Plan to be a dynamic and useful planning and implementation document that enjoys broad community and political support. The selected consultant's proposed Work Plan and Schedule will form the basis for negotiations with the City to devise a final Work Plan and Schedule. Development of the Plan will consist of the general tasks and deliverables listed below.

Interested consultant teams should include further description and detail in their proposed Work Plan and Schedule than what is listed below. The City is seeking an effective, efficient and creative approach to providing these deliverables and meeting the City's goals and timeline for this project.

- 1) **Project Management:** Effectively manage Plan development in a timely and budget-conscious manner.
- 2) **City Policy and Document Review:** Review plans, policies, projects, and data from existing resources that can be utilized in the Master Plan.
- 3) **Plan Scope:** Work with City staff and citizen advisory group to identify gaps in current plans and resources that need to be addressed by the Plan and determine the appropriate breadth and depth of the Plan.
- 4) **Public Involvement Process:** Develop and implement a public involvement program that will support broad public support of the Plan. Examples of public participation methods include development of effective public information materials (website, social media, brochures, etc.); public events and meetings; effective engagement of citizen advisory group, Boards, Committees, Commissions and City Council; and survey tools. Contribute to the creation of a statistically valid survey, to be conducted by an outside firm, to both inform the Master Plan and gauge public support for funding strategies to implement Plan recommendations.
- 5) **Park and Recreational Facilities Goals, Strategies, and Priorities:** Establish Master Plan Goals, strategies, and priority criteria and methodology based on an articulated vision for City parks, recreational facilities, and desired levels of service. This deliverable should also outline priorities for the maintenance, repair and rehabilitation of existing park and recreational facilities, as well as opportunities for potential enhancement and expansion. All recommendations should reflect short-term and long-term maintenance needs as well as risk management considerations.
- 6) **Asset Management Methodology and Data Collection:** Determine framework for and appropriate list of park, recreational and facility assets to be included in the Master Plan; work with City staff to inventory existing assets; determine desired level of service for each class of assets; estimate maintenance, repair, rehabilitation and/or replacement costs of each asset. The asset management framework is intended to provide detailed information

to facilitate data-driven decision making that maximizes the efficient use of the City's resources over the life of an asset.

- 7) **Financial Evaluation and Prioritization:** Develop financial cost estimates, alternative funding strategies, and optimal financial plan for implementation of Master Plan recommendations, both maintenance and capital; Create a framework for communicating and prioritizing the financial resources required to sustain current and desired assets at the appropriate level of service.
- 8) **Plan Development & Timeline:** Development and submission of the Plan elements for review at various milestones in order for the City team to provide effective and timely feedback and support. Please list these milestones and the desired timeline for achieving the goal of bringing the Plan to the City Council in April, 2018 for adoption.

## BUDGET

**The anticipated consultant budget for the Master Plan is between \$150,000 to \$200,000 subject to negotiation and approval by the El Cerrito City Council.** This includes all billable hours, reimbursable expenses, and materials. The consultant team shall provide a breakdown of the budget by proposed task, identifying employees and/or subcontractors, classification, billing rate and estimated hours per task. The City will support the consultant team with the City's Recreation and Public Works Departments' staff.

## PROPOSAL REQUIREMENTS

This document, together with its Appendices, comprises the RFP for the project. Responses to the RFP should be submitted according to the instructions outlined herein. Proposal content and completeness are most important. Although no page limitation will be imposed, clarity and conciseness is essential. Proposers are encouraged to print double-sided to conserve paper. Each proposal should include, at a minimum, the following items:

1. Transmittal letter – Include contact information (physical address, telephone, fax and email address) for the primary person responsible for your proposal who will be the point of contact for the City on all correspondence and communications pertaining to this RFP. ***State whether any addendums to this RFP have been received by your firm and whether consideration of their content has been included in your proposal.***
2. Statement of Project Understanding – Provide a detailed discussion (in narrative and illustrated format, as necessary) of your understanding of the nature of the work, approach to be taken, and your vision for the project.
3. Consultant's Work Plan – Explain in detail your proposed work plan and timeline, including all anticipated tasks, along with any supplemental tasks (those not specifically identified in this RFP) you deem necessary for successful completion of this project by the anticipated Council adoption date. Include a spreadsheet showing all project tasks,

along with the proposed project team member assigned to each task and their estimated hours. Also, include a schedule for the work plan.

4. Statement of Experience and Qualifications – Present the qualifications and experience of the proposed key staff and any support staff and subcontractors proposed for the project. Include descriptions of the projects undertaken by your proposed Project Manager(s) and members of the proposed professional staff within the last five years for your firm that are similar in nature to this project. Demonstrate their availability to pursue completion of this project in terms of the involvement in other projects that are presently in your firm’s backlog.
5. Cost Proposal – Provide your firm’s estimated fee for providing the Consultant’s Work. Provide a breakdown of your fee by task, identifying project team members, billing rates and estimated hours per task. Include information of any other incidental cost, such as mileage, etc.
6. References – Provide three (3) recent public agency references for your proposed Project Manager(s) and other key staff or sub-consultants; include names, addresses, email addresses, and telephone numbers.
7. Other Information (Optional) – Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

**Proposers Statement of Interest:** In order to ensure inclusion on the City’s notification list for this RFP, proposers are strongly encouraged to submit a letter of interest by email to the address below no later than **4:00 PM on February 23, 2017**.

**Final Questions Concerning the RFP:** Consultant questions pertaining to this RFP should be submitted no later than **4:00 PM on February 28, 2017**, by email to the address below. Responses to questions timely submitted will be answered within three (3) business days and distributed to all consultants that have submitted a timely Statement of Interest to the City.

City of El Cerrito  
Recreation Department  
Attention: Christopher Jones, Recreation Director  
7007 Moeser Lane  
El Cerrito, CA 94530  
Email: [cjones@ci.el-cerrito.ca.us](mailto:cjones@ci.el-cerrito.ca.us)

Written addenda will be e-mailed to consultants. The City will not be bound by any oral representations, clarifications, or changes made to this RFP unless provided in written addenda form. ***Consultant shall identify receipt of all responses and addenda in their Transmittal Letter.***

**Proposal Submittal:** Seven (7) paper copies and an electronic copy on a USB drive of Consultant's proposal shall be submitted no later than **4 PM on March 6, 2017** to the address indicated above. Proposals will not be accepted after the deadline regardless of whether they are postmarked with the date of the deadline. Consultants submitting proposals assume the risk of their selected method of delivery.

Proposals shall be sealed and clearly marked on the outside of the envelope with the consultant's name and the description "Proposal for Parks and Recreation Facilities Master Plan". The proposal shall be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect.

Costs incurred by consultants in preparing and submitting their proposals for consideration by the City shall not be reimbursed.

### **SELECTION PROCESS**

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

Proposals will be evaluated based upon the following factors, but may not be limited to just these factors:

- 1) Approach to delivering work with demonstrated clear understanding and creative approaches to project tasks;
- 2) Record of experience in strategic and master planning for parks and recreation facilities and services.
- 3) Record of experience in preparing asset management plans, systems, and/or programs.
- 4) Experience in working with diverse community and governmental constituencies to reach a consensus in master plan excellence.
- 5) Experience in working with municipal governments including parks and recreation and public works departments.
- 6) Client experience on similar projects.
- 7) Qualifications of the firm, project manager and other personnel to be assigned to the Project, including education, experience, and professional expertise in this type of work.
- 8) Reasonableness of cost for services.

This list above is not necessarily in order of importance.

Contract award will be made to a team that presents the proposal that, in the opinion of the City of El Cerrito, is the most advantageous to the City, based on evaluation criteria outlined above. Having worked with the City is not a prerequisite for selection.

The selection committee will rank the proposals and may shortlist two or more firms. Those firms on the shortlist will be notified, no later than the **week of March 13, 2017** and interviews of the short-listed firms will be scheduled on **Wednesday, March 22, 2017 between 1-5pm.**

Following the selection process, the City will begin fee negotiations with the top-ranked firm. If the City fails to reach an agreement with that firm, a new negotiation will be initiated with the next highest ranked firm. If the new negotiation fails to reach an agreement, then the process will be repeated until either a contract is successfully negotiated or the process is terminated by the City.

The City currently anticipates conducting the project and selection process proceeding in accordance with the following list of milestones. This selection process schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

#### **PROPOSAL AND PROJECT TIMELINE**

It is the City's intent to follow the process and timetable as set forth below. At the City's discretion, estimated dates and process are subject to change as necessary:

Release RFP	February 9, 2017
Statement of Interest Due	February 23, 2017 (4 P.M.)*
Final Questions Due	February 28, 2017 (4 P.M.)**
Proposals Due	March 6, 2017 (4 P.M.)
Short List Notification	Week of March 13, 2017
Interviews	March 22, 2016 (1-5 P.M.)
Anticipated Council Award	April 18, 2017
Anticipated Council Adoption	April 2018

\* Email Statement of Interest to [cjones@ci.el-cerrito.ca.us](mailto:cjones@ci.el-cerrito.ca.us)

\*\* Consultant questions pertaining to this RFP should be emailed to [cjones@ci.el-cerrito.ca.us](mailto:cjones@ci.el-cerrito.ca.us). Responses to questions timely submitted within the specified time period will be answered within three (3) business days by addendum distributed to all consultants who have submitted a statement of interest on or before February 23. Consultant shall identify receipt of all addenda in their Transmittal Letter.

## **AVAILABLE RESOURCES**

The following resources are available online for familiarization with the City's related planning efforts.

- 1) El Cerrito Urban Greening Plan, 2015 <http://www.el-cerrito.org/index.aspx?NID=928>
- 2) El Cerrito Strategic Plan, 2015 <http://www.el-cerrito.org/index.aspx?nid=747>
- 3) Ohlone Greenway Master Plan, 2009 <https://ca-elcerrito.civicplus.com/index.aspx?nid=478>
- 4) Structural Facilities Master Plan, 2004 <http://www.el-cerrito.org/index.aspx?nid=476>
- 5) Active Transportation Plan, 2016 <http://ca-elcerrito.civicplus.com/index.aspx?nid=638>
- 6) San Pablo Avenue Specific Plan, 2014 <http://www.el-cerrito.org/spasp>
- 7) ADA Transition Plan, 2009 <http://ca-elcerrito.civicplus.com/index.aspx?NID=522>

## **CONTRACTUAL ISSUES**

A sample of the City Consultant Services Agreement is provided in Appendix A for the review of all proposing consultants. The successful consultant will be required to execute a Consultant Services Agreement with the City and meet the insurance requirements therein. Please review carefully all sections and pay special attention to the indemnity portions of the contract. The City does not ordinarily allow modifications to the standard agreement when contracting for services from outside firms.

**APPENDIX A: SAMPLE Agreement for Consultant Services**

CONSULTING SERVICES AGREEMENT BETWEEN

**THE CITY OF EL CERRITO AND**

**[NAME OF DESIGN PROFESSIONAL CONSULTANT]**

**[USE THIS AGREEMENT FOR CONSULTING AGREEMENTS WITH LICENSED ARCHITECTS,  
LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS, AND  
DESIGN FIRMS CONTAINING THESE DESIGN PROFESSIONALS]**

THIS AGREEMENT for consulting services is made by and between the City Of El Cerrito ("City") and \_\_\_\_\_ ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 20\_\_ (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on \_\_\_\_\_, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the

standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \_\_\_\_\_, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;



- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

**2.6 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed \$ . Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

**[NOTE TO STAFF: IF NECESSARY, THE EXPENSES MAY BE INCLUDED IN OR ATTACHED AS EXHIBIT [C or D], AND THE PRECEDING LANGUAGE MODIFIED APPROPRIATELY.]**

- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below 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 and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such

insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$ **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$ **\$1,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

**4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$\_ **\$1,000,000** covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.3.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy

**4.4 All Policies Requirements.**

**4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4.4.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a “construction contract” as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- 7.3 Other Governmental Regulations.** 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.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.



In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and

audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County \_\_\_\_\_ or in the United States District Court for the \_\_\_\_\_ District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in

this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by \_\_\_\_\_ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:

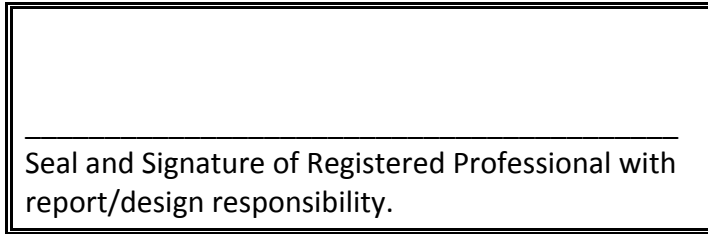
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any written notice to City shall be sent to:

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

**10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of

Registered Professional with report/design responsibility," as in the following example.



**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, ~~[[and]C[, and D]]~~ **[ENSURE THAT THE CORRECT EXHIBITS ARE LISTED]** represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

- Exhibit A      Scope of Services
- Exhibit B      Payment Schedule
- Exhibit [C or D]      Expenses **[DELETE IF NOT APPLICABLE]**

**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

The Parties have executed this Agreement as of the Effective Date.

CITY OF EL CERRITO

CONSULTANT

\_\_\_\_\_  
[NAME, TITLE]

\_\_\_\_\_  
[NAME, TITLE]

Attest:

\_\_\_\_\_  
[NAME], City Clerk

Approved as to Form:

\_\_\_\_\_  
[NAME], City Attorney

1011035\_1.DOC

**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT B**  
**COMPENSATION SCHEDULE**



# Work Plan

## **Task 1: Needs Assessment**

At a kickoff meeting the Consultant Team will discuss and refine the proposed scope and schedule for the project.

- Confirm project goals and objectives
- Establish communications plan
- Meet key city staff and schedule park and facilities tour
- Discuss public involvement process; set schedule
- Refine specific tasks; confirm the sequence of work
- Establish milestone dates including meetings, presentations and submittals
- Establish Advisory Committee

The Consultant Team will review all planning documents and relevant information to be utilized in the preparation of the Master Plan. With staff, we will review all current park and facilities conditions and maintenance practices and policies. The City's Capital Improvements Program will be evaluated. Gaps in plans and resources will be identified. The Consultant Team will refine the Public Involvement Process with staff and prepare web-ready uploads for the City's webmaster, including surveys and other supporting data. The Team will examine trends in relation to the demographic composition and characteristics of the City of El Cerrito community and identify and examine key demographic and societal trends that will likely shape and impact park and recreation services. The needs assessment will include Stakeholder interviews and meeting with the Advisory Committee for input. Working with City staff, we will facilitate the first workshop to encourage involvement and input in the needs assessment process and develop community "buy-in" to the findings. This first workshop will gather information regarding community desired recreation facilities and park amenities and to gain an understanding of the community's priorities. A PowerPoint presentation will be prepared to inspire and engage the community's input.

## **Task 2: Inventory and Assessment**

Working with staff, the Consultant Team will compile a list of parks, facilities, and recreational assets to be included in the Master Plan. We will prepare a comprehensive inventory and assessments of all parks, recreation facilities and programs. Each park and facility will be documented for size, location, recreation provided, and conditions. Opportunities and constraints will be noted, as well as, an analysis of estimated maintenance, repair or replacement and code compliance. We will assist the City in collecting and evaluating data to populate and maintain the asset management system. Recreational programs will be inventoried for all City facilities that provide recreational services to El Cerrito residents. We will establish gaps in service and needs analyzing the capacity of current facilities and programs to meet the current and future demand. The findings will be presented to the Community in the second workshop.

## **Task 3: Potential Expansion and Enhancement Analysis**

In addition to the "gaps analysis", we review and identify potential locations to improve and expand the City's recreation facilities. Potential projects will be defined by size, location, cost and feasibility. The team will perform financial analyses to identify the probable operating costs, including annual and long-term maintenance and the revenue potential. The Team will recommend potential approaches to fill the gaps

between desired and available recreation. After input from the Advisory Committee, the analysis outcome will be presented to the Community at the third workshop.

## **Task 4: Priority Setting**

The Consultant Team will identify specific goals and objectives for the Master Plan. We will prepare a methodology and framework to guide the prioritization of projects and their capital funding. We will also provide recommendations or action items for development or improvements based on community input, needs assessment, and capacity to meet community needs. A matrix with criteria will be developed for prioritizing projects – short, medium and long term development and/or improvements. We will work with City staff and the Advisory Committee to prepare the preliminary prioritization recommendations. The Preliminary Prioritization will be presented to the Parks and Recreation Commission during a public work session.

## **Task 5: Financial Evaluation and Prioritization**

Concurrent with Task 4, the Consultant Team will prepare the Financial Analysis. The analysis will identify probable operating costs including annual and long term maintenance. Detailed capital costs, operating expenses, on-going maintenance, revenue estimates, and potential cost recovery and cost/benefit analysis will be identified. Potential revenue and funding sources will be identified for various strategies. Recommendations will be made to prioritize the financial resources needed to sustain the City's current and future recreation level of service and facilities' needs.






## **Task 6: Final Report and Action Plan**

The Parks and Recreation Facilities Master Plan will summarize all the findings and data from the previous tasks and synthesize that information into a comprehensive report. Recommendations will be made for the current and future needs related to parks, programs, conditions of existing facilities and cost of improvements to serve short, medium and long range needs of the community. The report will address costs for major capital improvements, operating costs, and possible phasing based on priorities. At a minimum the report will include an Analysis Section, Development and Prioritization of Improvements, Projects and Programs Section, and Action Plan/Management and Implementation Section. A Draft Parks and Recreation Facilities Master Plan Report will be developed with input from City staff and the Advisory Committee. The Final Report will be presented to the Park and Recreation Commission and City Council for approval.

# El Cerrito Parks and Recreation Facilities Master Plan

## SCHEDULE

JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY 2018	FEBRUARY	MARCH
<b>TASK 1: NEEDS ASSESSMENT</b>									
<ul style="list-style-type: none"> <li>City Policy and Document Review</li> <li>Identify gaps in plans and resources to be addressed</li> <li>Develop Public Involvement Process</li> </ul>									
<b>TASK 2: INVENTORY AND ASSESSMENT</b>									
<ul style="list-style-type: none"> <li>Asset management methodology and data collection</li> <li>Inventory and analyze current programs and services</li> <li>Gap analysis</li> </ul>									
<b>TASK 3: POTENTIAL EXPANSION AND ENHANCEMENT ANALYSIS</b>									
<ul style="list-style-type: none"> <li>Review and identify potential locations to improve and expand the City's recreation facilities</li> <li>Develop recommendations for potential approaches to fill the gaps</li> <li>Identify possible funding sources such as grants, impact fee revenue, donations, and user fees</li> </ul>									
<b>TASK 4: PRIORITY SETTING</b>									
<ul style="list-style-type: none"> <li>Establish Goals and Objectives for the Master Plan</li> <li>Develop a methodology and framework for prioritization of projects and their capital funding</li> <li>Develop action items for development or improvements</li> </ul>									
<b>TASK 5: FINANCIAL EVALUATION AND PRIORITIZATION</b>									
<ul style="list-style-type: none"> <li>Financial Analysis</li> </ul>									
<b>TASK 6: FINAL REPORT AND ACTION PLAN</b>									
<ul style="list-style-type: none"> <li>Prepare draft Parks and Recreation Facilities Master Plan</li> <li>Prepare final Parks and Recreation Facilities Master Plan</li> </ul>									

-  Advisory Committee
-  City Staff
-  Community Meeting
-  Park and Recreation Commission
-  City Council

**El Cerrito Parks and Recreation Facilities Master Plan**  
**April 18, 2017**



**FEE SUMMARY**

Task 1	Needs Assessment	\$22,740
Task 2	Inventory and Assessment	\$56,095
Task 3	Potential Expansion and Enhancement Analysis	\$14,495
Task 4	Priority Setting	\$18,220
Task 5	Financial Evaluation and Prioritization	\$21,335
Task 6	Final Report and Action Plan	\$44,640
<b>Total Proposed Fee Labor</b>		<b>\$177,525</b>

Estimated reimbursable expenses	\$2,663
a. Printing and plotting for community meetings	
b. Deliverables to include electronic copy and one printed copy	

	RHA A			ADE	Sports Management			mack5		
	Principal	Project Manager	Staff	Svensson	Principal	Senior Associate	Staff	Senior Project Manager	Senior Cost Manager	MEP Engineers
<b>Task 1 Needs Assessment</b>	\$210	\$150	\$110	\$175	\$190	\$145	\$100	\$170	\$170	\$200
1A Project initiation - Kickoff meeting										
a. Refine scope and schedule	2	2			3	3				
b. Park and Facilities tour with staff										
c. Establish Advisory Committee										
1B City Policy and Document Review	2	8	8		2	8				
a. Review all planning documents and relevant information that can be utilized										
b. Review all current park conditions, maintenance practices and policies										
c. Evaluate the City's current Capital Improvements Program				4		2				
d. Prepare Community Profile and identify recreational trends that will impact El Cerrito					3	4				
1C Begin analysis of gap between community's interest and available assets to serve needs		2			1	3				
1D Develop Public Involvement Process - develop survey	4	8	2		3	2				
1E Prepare for Advisory Committee meeting # 1					2	2				
<b>Hours</b>	<b>8</b>	<b>20</b>	<b>10</b>	<b>4</b>	<b>14</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Task 1 Meetings</b>										
1F Kick off meeting with City Staff	8	8		2	2	8		8		
1G Advisory Committee Meeting #1 -Introduction; input for survey (tent. week of June 5)	1	1			2	2				
1H Advisory Committee Meeting #2 Draft of Survey (tent. week of June 12)	1	1								
1I Stakeholder interviews - 5		5	5			2				
1J Review meetings with City Staff - 1		2				2				
<b>Meetings</b>	<b>12</b>	<b>17</b>	<b>5</b>	<b>2</b>	<b>4</b>	<b>14</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>
<b>Total Hours</b>	<b>20</b>	<b>37</b>	<b>15</b>	<b>6</b>	<b>18</b>	<b>38</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>
<b>Fees</b>	<b>\$4,200</b>	<b>\$5,550</b>	<b>\$1,650</b>	<b>\$1,050</b>	<b>\$3,420</b>	<b>\$5,510</b>	<b>\$0</b>	<b>\$1,360</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Task 1</b>	<b>\$22,740</b>									
<b>Task 2 Inventory and Assessment</b>										
2A Asset management methodology and data collection										
a. Confirm inventory and assessment of all parks and recreation facilities	1	4	4					28		99
b. Determine desired level of service for each	1	2						4		
c. Estimate maintenance, repair, rehabilitation/repair costs for each.	1	4	8			4		6	46	
2B Inventory and analyze current programs and services based on nationally accepted standards					2	2				
2C Gap analysis	2	4								
a. Analyze capacity of existing parks and facilities to meet the demand					4	8				
b. Determine gaps in services and capacity to meet demand					4	8				
c. Survey analysis		3			3	3				
2D Prepare for Community Meeting #1	1	8	16		4	4		2		
a. Review Community Meeting program with City Staff and revise as needed										
b. Summary/update sheet to Advisory Committee										
<b>Hours</b>	<b>6</b>	<b>25</b>	<b>28</b>	<b>0</b>	<b>17</b>	<b>29</b>	<b>0</b>	<b>40</b>	<b>46</b>	<b>99</b>
<b>Task 2 Meetings</b>										
2E Staff Meetings to review findings - 1		2						2		
2F Community Meeting #1 - Overview; community profile; assets and needs (tent. week of September 11)with Advisory Committee Meeting #3 immediately following	6	6	6		6	6		4		
<b>Meetings</b>	<b>6</b>	<b>8</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>
<b>Total Hours</b>	<b>12</b>	<b>33</b>	<b>34</b>	<b>0</b>	<b>23</b>	<b>35</b>	<b>0</b>	<b>46</b>	<b>46</b>	<b>99</b>
<b>Fees</b>	<b>\$2,520</b>	<b>\$4,950</b>	<b>\$3,740</b>	<b>\$0</b>	<b>\$4,370</b>	<b>\$5,075</b>	<b>\$0</b>	<b>\$7,820</b>	<b>\$7,820</b>	<b>\$19,800</b>
<b>Total Task 2</b>	<b>\$56,095</b>									
<b>Task 3 Potential Expansion and Enhancement Analysis</b>										
3A Review and identify potential locations to improve and expand the City's recreation facilities	2	4	8					2		
3B Develop recommendations for potential approaches to fill the gaps	1	2				6				
3C Identify possible funding sources				4						
3D Prepare for Community Meeting #3 and #4	1	10	12		2	3	2	2		
a. Review Community Meeting program with City Staff and revise as needed										
<b>Hours</b>	<b>4</b>	<b>16</b>	<b>20</b>	<b>4</b>	<b>2</b>	<b>9</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>
<b>Task 3 Meetings</b>										
3E Staff Meetings to review findings - 1		2		2				2		
3F Advisory Committee Meeting #4 Gaps analysis; priorities; community meeting (tent. week of Oct. 2)	1	1								
3G Community Meeting #2 - Survey findings; assessment report ; prioritization criteria (tent. week of October 9)	4	4	4							
3H Community Meeting #3 - Summary of findings; site opportunities; prioritization (tent. week of November 13)	4	4	4					4		
<b>Meetings</b>	<b>9</b>	<b>11</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>
<b>Total Hours</b>	<b>13</b>	<b>27</b>	<b>28</b>	<b>6</b>	<b>2</b>	<b>9</b>	<b>2</b>	<b>10</b>	<b>0</b>	<b>0</b>
<b>Fees</b>	<b>\$2,730</b>	<b>\$4,050</b>	<b>\$3,080</b>	<b>\$1,050</b>	<b>\$380</b>	<b>\$1,305</b>	<b>\$200</b>	<b>\$1,700</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Task 3</b>	<b>\$14,495</b>									

	RHAA			ADE	Sports Management			mack5		
	Principal	Project Manager	Staff	Svensson	Principal	Senior Associate	Staff	Senior Project Manager	Senior Cost Manager	MEP Engineers
	\$210	\$150	\$110	\$175	\$190	\$145	\$100	\$170	\$170	\$200
<b>Task 4 Priority Setting</b>										
4A Establish Goals and Objectives for the Master Plan	2	12	4							
4B Develop a methodology and framework for prioritization of projects and their capital funding	2	10	4	8	3	10	2			
a. Short, medium and long term										
4C Develop action items for development or improvements	2	10	4		4	10				
a. Recommend prioritization of action items										
4D Prepare for Parks and Recreation Commission work session	2	4	4		2	4	2			
a. Review with City Staff and revise as needed										
<b>Hours</b>	<b>8</b>	<b>36</b>	<b>16</b>	<b>8</b>	<b>9</b>	<b>24</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Task 4 Meetings</b>										
4E Staff Meetings to review findings - 1		2				2				
4F Advisory Committee Meeting #5 Review for Parks and Rec. Commission work session (tent. week of Nov. 27)	1	1								
4G Special Parks and Recreation Commission work session with the community (tent. week of Dec. 4)	4	4								
<b>Meetings</b>	<b>5</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Hours</b>	<b>13</b>	<b>43</b>	<b>16</b>	<b>8</b>	<b>9</b>	<b>26</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Fees</b>	<b>\$2,730</b>	<b>\$6,450</b>	<b>\$1,760</b>	<b>\$1,400</b>	<b>\$1,710</b>	<b>\$3,770</b>	<b>\$400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Task 4</b>	<b>\$18,220</b>									
<b>Task 5 Financial Evaluation and Prioritization</b>										
5A Financial Analysis	2	4		60						
a. Identify probable operating costs, maintenance, replacement for recreation facilities					4	16				
b. Identify potential revenue sources for various options and strategies		4			2	10				
c. Identify potential funding sources				8						
d. Develop optimal financial plan for implementation										
5B Revise based on staff input	1	4	16		1	1				
<b>Hours</b>	<b>3</b>	<b>12</b>	<b>16</b>	<b>68</b>	<b>7</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Task 5 Meetings</b>										
5C Staff Meetings to review findings - 1		2								
5D Special Parks and Recreation Commission work session with community (same as above)										
<b>Meetings</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Hours</b>	<b>3</b>	<b>12</b>	<b>16</b>	<b>68</b>	<b>7</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Fees</b>	<b>\$630</b>	<b>\$1,800</b>	<b>\$1,760</b>	<b>\$11,900</b>	<b>\$1,330</b>	<b>\$3,915</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Task 5</b>	<b>\$21,335</b>									
<b>Task 6 Final Report and Action Plan</b>										
6A Prepare Draft Master Plan Report that analyzes all data and synthesizes that information into a comprehensive report.	8	60	40		4	6	2			
6B Analysis Section	1	8	6		4	8	2			
a. Analysis, prioritization and assessment of Parks and Recreation Facilities				8						
b. Development of matrices for short, medium and long term improvements										
c. Community profile trends					2					
d. Community meeting input										
e. City Staff input										
6C Develop Short, Medium and Long Term Projects and Programs	1	8	6		4	12	2			
a. Identify short, medium and long term capital projects and recreational programs										
6D Action Plan - Management and Implementation	1	20	6	6	4	12				
a. Goals, strategies, priorities and action items										
b. Identify areas of possible revenue generation										
c. Establish a time frame for accomplishing each task										
6E Prepare for Parks and Recreation Commission and City Council Meetings	1	4			2	2				
6F With input Finalize Parks Master Plan	2	8	20		2	2	6			
<b>Hours</b>	<b>14</b>	<b>108</b>	<b>78</b>	<b>14</b>	<b>22</b>	<b>42</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Task 6 Meetings</b>										
6G City Staff meetings - 2 preliminary draft, final report		4								
6H Advisory Committee Meeting #6 Review Draft Report	2	2								
6I Parks and Recreation Commission Meeting -present Draft Master Plan	4									
6J City Council Meeting - present Draft Master Plan	4									
<b>Meetings</b>	<b>10</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Hours</b>	<b>24</b>	<b>114</b>	<b>78</b>	<b>14</b>	<b>22</b>	<b>42</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Fees</b>	<b>\$5,040</b>	<b>\$17,100</b>	<b>\$8,580</b>	<b>\$2,450</b>	<b>\$4,180</b>	<b>\$6,090</b>	<b>\$1,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Task 6</b>	<b>\$44,640</b>									

RESOLUTION NO. 2017-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RHAA FOR PREPARATION OF THE EL CERRITO PARKS AND RECREATION FACILITIES MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$180,188 AND AUTHORIZE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED \$19,812

WHEREAS, El Cerrito's parks and recreation facilities though very popular are by and large several decades old with visible signs of wear and tear, years of deferred maintenance, and do not meet desired energy efficiency standards; and

WHEREAS, preparation of a Parks and Recreation Facilities Master Plan will result in a framework for pursuing funding to maintain, enhance, and prioritize El Cerrito's current and future parks and recreation facilities; and

WHEREAS, preparation of a Parks and Recreation Facilities Master Plan will, to varying degrees, fulfill all of the goals and several identified strategies in the El Cerrito Strategic Plan; and

WHEREAS, preparation of a Parks and Recreation Facilities Master Plan fulfills several goals in the City's Strategic Plan adopted in 2013 and is a goal of the Urban Greening Plan adopted in 2015 and was also recommended by the Park and Recreation Commission on November 30, 2016; and

WHEREAS, the City issued a Request for Proposals for consultants to develop a comprehensive Parks and Recreation Facilities Master Plan; and

WHEREAS, the City received four complete and on-time proposals, convened an interview team consisting of staff and two Park and Recreation Commissioners and interviewed three consultant teams on March 20, 2017 and March 22, 2017; and

WHEREAS, RHAA was determined to be the most qualified firm to develop the City's Parks and Recreation Facilities Master Plan due to their comprehensive approach, usage of expert sub-consultants, and the qualifications of the firm's key personnel.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to execute a professional services agreement with RHAA in an amount not to exceed \$180,188 for preparation of the El Cerrito Parks and Recreation Facilities Master Plan and to authorize change orders in an amount not to exceed \$19,812. Funding in an amount not to exceed \$30,000 shall be incorporated in the FY 2016-17 Budget, with the balance appropriated as part of the City's Budget in FY 2017-18, for a total amount not to exceed \$200,000.

I CERTIFY that at a regular meeting on May 2, 2017 the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES:           COUNCILMEMBERS:  
NOES:           COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on May XX, 2017.

\_\_\_\_\_  
Cheryl Morse, City Clerk

APPROVED:

\_\_\_\_\_  
Janet Abelson, Mayor