



**REQUEST FOR PROPOSAL
CITY OF ARCADIA WEBSITE DESIGN SERVICES AND
CONTENT MANAGEMENT SYSTEM**

City of Arcadia
City Manager's Office
240 W. Huntington Drive
Arcadia, CA 91007

Proposal Issue Date: July 15, 2024
Written Questions Due: July 29, 2024
Proposals Due: August 16, 2024

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INTRODUCTION

Arcadia was incorporated in 1903 and became a Charter City in 1951 and is a community of approximately 60,000 people in an 11.2 square mile area located 20 miles east of Los Angeles. The City government is “full-service” with eight departments including Administrative Services, Development Services, Fire, Human Resources, Library and Museum Services, Police, Public Works Services, and Recreation and Community Services, and is a City Council-City Manager form of government. Arcadia is known for beautiful neighborhoods, warm character and a “community of homes” atmosphere. The Arcadia Unified School District is one of the most highly ranked in the State; high quality medical services are available locally; and an excellent assortment of recreation and leisure activities are offered for all ages. Arcadia has a broad commercial base with businesses ranging from the very small to the very large. The Shops at Santa Anita is a popular regional mall; downtown Arcadia has seen resurgence in popularity in recent years; and Santa Anita Park is considered to be the finest racetrack facility of its type in the country. With respect for its heritage, appreciation of the present, and excitement about the future, Arcadia remains true to its motto of “Community of Homes” by maintaining a good balance of quality economic development that mixes harmoniously with its primarily residential nature. Arcadians take great pride in their community and the qualities associated with the City are not taken for granted. It is not by accident that Arcadia is referred to as a jewel among southern California communities.

BACKGROUND

The City of Arcadia’s website (ArcadiaCA.gov) launched in 2004 and was subsequently upgraded in 2011, 2015, and 2018. While it continues to be a functional site, the website consists of outdated web features, user interface design, and platform. Current trends in website design have necessitated a rethinking of the City’s current format and platform. Further, the Content Management System (CMS) software that manages public information, analytics, customer relations, and other important engagement tools is cumbersome and outdated by today’s standards.

PROJECT OBJECTIVES

The City of Arcadia is seeking to overhaul its current website with a new user interface to enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to its community, while meeting high standards for design quality and visual appeal. The new website must consist of modern design concepts, offer an intuitive user interface, seamlessly integrate language translations, and meet ADA and all other applicable legal requirements for government websites. The platform should offer a central content management platform with custom, permission-based access control for publishing and

editing capabilities, allowing multiple City staff members to easily create and manage website content.

The City seeks the assistance of an experienced Consultant that can accomplish the goals of the City with all the functionality identified in this RFP. Qualified Consultants will provide solutions for current needs and assist with evolving needs in the future.

The planned website redesign project will start in Fiscal Year 2024 and has an estimated completion date of June 30, 2025. The specific project objectives are as follows:

- Design the City's website utilizing current trends to provide a website that is accessible, easy to use, and engaging to the visitor.
- Provide a content management system software that is up to date.
- Ensure the website has multilingual translation capabilities pursuant to City policies, industry standards, and best practices.
- Provide a robust search engine for information accessibility, searchability, and optimization.
- Provide support customer service, online services (including third party integrations), and citizen engagement tools.
- Provide exceptional support and maintenance for the website that includes but not limited to minor design changes.
- The experienced Consultant should have a team of experts who understand the requirements for a local government website. The end product shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.1, or a subsequent version, as published by the Web Accessibility Initiative of the WWW Consortium at a minimum Level AA success criterion.
- Incorporate multimedia imagery in the website design including high-definition photographs and video.

SCOPE OF SERVICES/SCOPE OF WORK

Vendors replying to this RFP are asked to organize and itemize their submissions into seven (7) main areas for the City's consideration of their services: vendor experience and development criteria, proposed content management system (CMS) software, system functionality, third party integrations, design guidelines and qualifications, training and documentation, hosting, maintenance and support, and security/authorization.

4.1 Vendor Experience and Development Criteria

The Consultant will have extensive local government/municipal website design and implementation experience. Preference will be given to vendors who demonstrate the most

innovative approach to website design standards, with special attention given to vendors' breadth of experience, references, number of years of experience, and expertise of staff. The chosen vendor must have expertise with best practices regarding:

- Innovative website design
- User experience and usability testing
- Website development and deployment
- Website hosting
- Information content strategy
- Social media integration
- Search engine optimization
- Responsive web design, include mobile platforms
- Exceptional customer service

In addition, the vendor should have a proven development process, flexible timeline structure, and in-house resources that favor the availability and time commitment of the City of Arcadia.

4.2 Proposed Content Management System (CMS) Software

A successful Content Management System (CMS) will provide maximum functionality for the best possible cost. At a minimum, the CMS should include the following functionality and services:

1. **Alerts & Notifications** - Display alerts prominently on website as a banner.
2. **Browser-Based Administration** - Update, delete and create content from any device with internet access.
3. **Calendar** - Update/publish calendars for departments/categories with one single calendar to display all events and meetings. In addition, the ability to have events link out to a stand-alone page or can redirect to either a web page or a document (such as a PDF) is required.
4. **Content Scheduling** - Set dates for content and assets to automatically publish and expire.
5. **Content Migration** – Migrate all current website pages and documents onto the new site.
6. **Cross-Browser Compatibility** – The website should look and function the same across various browsers, including: Chrome, Microsoft Edge, Firefox, Safari, Internet Explorer, etc.
7. **Departmental Home Pages** – Provide the ability for departments to have dedicated pages within the site that follow the same branding guidelines but have a different look than interior pages.
8. **Document and Image Centers** – Provide storage of website images, documents, and other self-hosted media within a Content Delivery Network (CDN) or database to ensure replaced versions are no longer accessible. Upload/download capability for files up to 1GB, back-end ability to search and delete in bulk within published and unpublished documents and images.

9. **Friendly URL** – Website editors should be able to easily create friendly URLs that redirect to specific pages, including news items, calendar items, and documents. Edits to the friendly URLs should be implemented in a reasonable timeframe.
10. **Integration Capabilities** – System should be configured to integrate as seamlessly as possible with other City systems (e.g. Esri ArcGIS, HDL, CivicRec, Office365, LaserFische, Neogov).
 - a. CMS should be capable of integrating generative AI for chat Q&As, translation, site-wide search functions, etc.
11. **Levels of Rights/Permissions** - Allow system administrators to establish levels of rights for staff to view/update/manage/access content based upon roles. Ability to create approval workflow for department/category pages. Options for multi-factor authentication for internal users.
12. **Live Edit** - Add, edit and move content without the need to utilize or be trained in writing HTML or CSS code.
13. **Multilingual Support** - Provide translation support on all pages. Translation service button to be prominently displayed on website homepage.
14. **News & Announcements** - Post news releases or updates dynamically to homepage and to relevant pages based on category.
15. **Online Forms** - Create unlimited customizable/fillable forms, track and export results.
16. **Navigation and Page Templates** – Editable navigation and sub-navigation; plus flexible page templates.
17. **Preview Before Publishing** – Allow for website editors to be able to preview changes to the webpage before it goes live on the front end.
18. **RFP/RFQ/Bid Posting** - Allow for easy posting of bids to the site, and the ability to view past bids.
19. **Responsive Web Design** – A design that all pages, including forms, calendars, images, etc., will adjust to the screen size of all devices, such as a phone or tablet that it's viewed on.
20. **Rotating Photos/Banners and Video Display** - Slideshow capabilities on desired pages and option for video homepage.
21. **RSS Feeds** - Registration by department or category.
22. **Save Before Publishing** - Allow for website editors to create new pages, save as a draft, then return to continue editing without the page going live to the public.
23. **Site Search** - Internal site search engine and dynamic keyword searches.
24. **Search Engine** - The website/CMS includes a search engine solution that will support automatic indexing of all content within the CMS without needing to label pages with keywords.
25. **Site Statistics** – Provide analytics and site audit reports.
26. **Sitemap & Breadcrumbs** - Automatically generated and updated sitemap and breadcrumbs.
27. **Social Media Interface** - Display social media feeds.

28. SSL encryption, user security, and audit trail.

29. Subsites – Ability to create landing pages for various departments that follow a similar aesthetic to the main homepage (such as a hero banner, call to action buttons, news item widget, calendar, etc.) but can be customized to differentiate between the departments.

30. Unlimited Editors - The CMS must support multi-user entry and specify licensing/cost implications for additional users, if any. An unlimited number of users is preferred.

31. Updated CMS – The CMS is accessible from any location and adaptable to current and changing technology. Software updates are included in user/maintenance fees, and are performed without assistance from the City.

4.3 Third Party Integrations

Vendor must analyze all third party plug-ins, APIs, and user interfaces for integration with a new web design. Vendor must ensure all third party applications are compatible with the new website, and provide recommendations and solutions to the City to maintain and/or enhance the customer experience. Included in their response the vendor shall:

1. Analyze the City’s current website for all third party applications.
2. Provide a list to the City of Arcadia of all third party applications.
3. Include recommendations for enhancing the end-user experience with third party applications.

4.4 Design Guidelines and Qualifications

The redesign of the website should be welcoming, user-friendly, and created by a professional design staff with significant input from the City of Arcadia. The final version of the design should be a collaborative effort between the City of Arcadia and the vendor, incorporating elements that represent the City of Arcadia’s brand.

1. Vendor must provide a project plan for the design phase of the website.
2. Vendor shall provide a minimum of three (3) designs of the proposed website to the City.
3. Vendor must provide design mock ups of primary website sections.
4. Vendor will work with City staff to determine a new website content information architecture and navigation framework to support easy navigation to key City services.
5. Vendor must determine a consistent look and feel for the website, graphic elements, and navigation tools that provide straightforward navigation within a unifying graphic theme.
6. Vendor must design the website to support the City’s branding and social media as well as the design needs of specific departments/services.

4.5 Training and Documentation

The vendor will provide full and complete training on the use of the CMS, including:

1. On-demand digital manuals, how-to guides, and FAQs should be provided.
2. A style guide with graphic design standards, font/colors and digital images must be supplied.
3. Identify and provide web information management tools to comply with the State of California Public Records retention guidelines.
4. Explain CMS training approach for City users in a decentralized web-management environment pre-launch and post go-live.

4.6 Hosting, Maintenance, and Support

In all submitted proposals, vendors shall be able to produce a Service Level Agreement that outlines all website/CMS hosting and maintenance services, and details guarantees of customer support as well as a service escalation process. While the website content updates are to be managed by the City of Arcadia through the CMS, the vendor must commit to hosting, and regular maintenance and updating of the CMS and associated applications for the purpose of keeping the existing software up-to-date as well as introducing new functionality and applications.

1. Provide hosting services, including guaranteed uptime and performance monitoring, data back-up and storage service providers.
2. Content creators of the CMS shall have unlimited access to live support via e-mail or phone during the City of Arcadia's normal business hours.
3. Designated administrators shall have access to live support 24/7 for emergencies.
4. The support communication will be direct call in or via email and portal ports. The response time and support level are negotiable prior to contract signing.

4.7 Security/Authorization

In all submitted proposals, vendors shall be able to provide an overview of security, encryption, and other website protections to ensure that the City's website and content management systems are safe and secure. Should a breach occur, the vendor shall assist the City of Arcadia in restoring data at no cost. Additional security features shall include:

1. Ability to centrally add and manage users and specify access rights.
2. Ability to create groups with different access rights.
3. Ability to limit certain group members from specific content and content management functionality.
4. Publishing workflow with the ability to customize by security group and user.

QUESTIONS

Questions or comments concerning this RFP may be submitted via email to jtran@ArcadiaCA.gov no later than 5 p.m. on July 29, 2024.

EVALUATION CRITERIA

A qualifying proposal must address all of the following points:

1. Cover Letter
 - a. Project title
 - b. Firm name
 - c. Summary of key elements of the proposal
2. Firm qualifications
 - a. Type of organization, size, professional registration and affiliations
 - b. Identify and present qualifications of key team members and partners
 - c. Resume of the principal individual(s) to contact for referral
 - d. The proposal must provide a minimum of three (3) reference accounts at which similar work, both in scope and design, has been completed by the contractor within the last two (2) years
3. Understanding of and approach to the project
4. Proposer should clearly address in the RFP response how each element of the Scope of Work will be accomplished, as well as provide a project schedule
5. Summary of approach to be taken
6. Overall costs associated with the project
7. Indication of information and participation required from City staff
8. Other information that may be appropriate

PROPOSAL SUBMISSION

All proposals must be filed with the Office of the City Clerk, in the City Hall, 240 West Huntington Drive, Arcadia, California 91007 on or before **11:00 A.M., August 16, 2024**. It is the sole responsibility of the Bidder to see that their bid is submitted in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Bidder unopened. Faxed, emailed, or proposals submitted in a format other than specified will be rejected.

Submission of Proposal shall include the following:

- One (1) electronic copy of your proposal in a PDF format emailed to the City Manager's Office at jtran@ArcadiaCA.gov with the same deadline.

- Three (3) complete copies of the bid proposal and related information must be submitted in a sealed envelope or box clearly marked as stated below:

City of Arcadia
“Website Design Services and Content Management System”

Attn: City Clerk’s Office
 240 W. Huntington Drive
 Arcadia, CA 91007

To expedite the evaluation of the proposals, it is mandatory that the instructions and format contained in this RFP be expressly followed. Any submission of proposals that does not follow the instructions and format, and/or fails to comply with the requirements set forth in this RFP, in the sole opinion of the City of Arcadia, may be judged non-responsive and rejected by the City from further consideration. The City reserves the right to reject any and all proposals. The City will not be liable for, nor pay any costs incurred by responding firms relating to the preparation of the proposal.

CALENDAR OF EVENTS

The following is an anticipated RFP and project timeline:

ACTION:	DATES:
RFP ISSUED	July 15, 2024
WRITTEN QUESTIONS DUE	July 29, 2024
RESPONSES TO QUESTIONS	August 5, 2024
PROPOSALS DUE	August 16, 2024
INTERVIEWS & DEMOS	September 2024
REPORT TO CITY COUNCIL	October 2024

SELECTION OF VENDOR

The City Manager’s Office will review and evaluate the proposals submitted based on each responding firm’s knowledge, experience, skills, past performance, and quality of the proposal. In addition, the following criteria will also be used in the evaluation process:

1. Demonstrated professional skills and credentials of staff to be assigned to the services.
2. Quality of previous services.
3. Overall cost and fees associated with services.
4. The contractor’s responsiveness to the requirements of the agreement as set forth in the RFP.
5. A demonstrated understanding of the contractor’s work plan and other proposal documents.

6. The contractor's recent experience in conducting contracts of similar scope, complexity, and magnitude, particularly for government agencies.
7. Recent references from local clients with particular emphasis on local government.

CONTRACT AWARD

The final contract award will be subject to the approval of the Arcadia City Council. The successful bidder will be notified as to the date and time of the City Council meeting so it may send a representative to the meeting to present himself/herself to the Council and respond to technical questions.

TERMS AND CONDITIONS

The following terms and conditions apply to this RFP:

1. Any submission of proposals received after the date and time specified in this RFP will not be considered and will be returned unopened.
2. All material received relative to this RFP will become public information and be available for inspection. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.
3. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the City nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of their exposures.
4. The RFP does not commit the City of Arcadia to award a contract. The City reserves the right to select a vendor from the responses received; to waive any or all informalities and/or irregularities; to extend the proposal due date; to re-advertise with either an identical or revised scope; to cancel any requirement in its entirety; or to reject any or all proposals received. The City also reserves the right to approve any subcontractors used by submitting vendors.
5. The City retains the right to contact any/all proposing vendors after submittal in order to obtain supplemental information and/or clarification in either oral or written form. Furthermore, an explicit provision of this RFP is that any oral communication made is not binding on the City's proposal process.
6. The City will not be liable for, nor pay for any costs incurred by responding firms relating to the preparation of any proposal for this RFP. Vendors agree that failure on its part to list all cost components related to the purchase will not be accepted by the City as an acceptable justification to re-quote the proposal. The vendor has the option of withdrawing its proposal at any time until a final contract is executed.

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING**

[__ INSERT TYPE OF SERVICE __]

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20__ by and between the City of Arcadia, a charter city organized under the Constitution and laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066-6021 ("City") and [__ INSERT NAME __], a [__ [INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY] __] with its principal place of business at [__ INSERT ADDRESS __] ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [__ INSERT TYPE OF SERVICES __] services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the [__ INSERT NAME OF PROJECT __] project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [__ INSERT TYPE OF SERVICES __] consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [___INSERT START DATE___] to [___INSERT ENDING DATE___], unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the prior written approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon prior written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or

a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: [___INSERT NAMES___].

3.2.5 City's Representative. The City hereby designates [___INSERT DEPARTMENT HEAD NAME AND TITLE___], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [___INSERT NAME OR TITLE___], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the

Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, and employees free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Immigration Reform and Control Act. Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the City, its directors, officials, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's subcontractor(s).

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section; provided, however, that in lieu thereof, the Consultant may provide evidence to the City that all subcontractors are additional insureds under the Consultant's policies of insurance.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees, subcontractors and

volunteers. Consultant shall also name and obtain insurer's consent to naming City, its directors, officials, officers, and employees as an additional insured with proof of certificate of insurance that they are an additional insured. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be when commercially available (occurrence based) at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage for premises and operations, contractual liability, personal injury, bodily injury, independent contractors, broadform property damage, explosion, collapse, and underground, products and completed operations; (2) *Automobile Liability*: Insurance Services Office Business Auto coverage for any auto owned, leased, hired, and borrowed by Consultant or for which Consultant is responsible; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

The City, its directors, officials, officers, and employees shall be listed as additional insured. Any deductibles or self-insured retentions must be declared to and approved by City and conform to the requirements provided in Section 3.2.10.6 herein.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, with an aggregate limit of **_[INSERT AMOUNT]_**. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of three (3) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, and employees shall be covered as additional insured with respect to liability arising out of Services operations and for completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, and employees for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested of cancellation, of intended non-renewal or endorsement reduction in limit or scope of coverage; provided, however, that in the event of cancellation due solely to non-payment of premium, ten (10) days notice of cancellation for non-payment of premium may instead be given to the City.; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, and employees.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, and employees.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, and employees; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VII, admitted or approved to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with complete and accurate copies of current certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. Copies of all certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Material Breach. Lack of insurance does not negate Consultant's obligations under this Agreement. Maintenance of proper insurance coverage is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of the Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including reimbursements which receive the City's prior written authorization, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [__INSERT WRITTEN DOLLAR AMOUNT__] (\$[__INSERT NUMERICAL DOLLAR AMOUNT__]) without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless prior written authorization is obtained from the City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which

the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. A termination without cause by City shall not act as or be deemed a waiver of any potential known or unknown City claims associated with Consultant's performance prior to the date of termination.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON ____]

City:

City of Arcadia

240 West Huntington Drive

Arcadia, CA 91007

Attn: [**INSERT DEPARTMENT TITLE ____**]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. Except as otherwise required by California law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held

confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Indemnification.

3.5.5.1 To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant shall defend with Legal Counsel of City's choosing, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, and employees. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, and employees, in any such suit, action or other legal proceeding arising from Consultant's performance of the Services, the Project or this Agreement; except to the extent that liability is caused by the active negligence or willful misconduct by the City or its directors, officials, officers, and employees. Consultant shall reimburse City and its directors, officials, officers, and employees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, and employees, and shall take effect immediately upon execution of this Agreement.

3.5.5.2 The duty to defend and to hold harmless, as set forth above, shall include the duty to defend as established by Section 2778 of the California Civil Code, and the duty to defend shall arise upon the making of any claim or demand against the City, its respective officials, officers, agents, employees and representatives, notwithstanding that no adjudication of the underlying facts has occurred, and whether or not Consultant has been named in the claim or lawsuit.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.7 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its

elected officials, officers, and employees except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every

employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

In witness whereof the Parties have executed this Professional Services Agreement on the date set forth below.

CITY OF ARCADIA

[INSERT NAME OF CONSULTANT]

By _____

Dominic Lazzaretto
City Manager

Date: _____

By _____

Signature

Print Name and Title

ATTEST:

Date: _____

City Clerk

By _____

Signature

APPROVED AS TO FORM:

Print Name and Title

Date: _____

Michael Maurer
City Attorney

CONCUR:

[INSERT DEPT. HEAD NAME HERE]

Exhibit "A"
SCOPE OF SERVICES

[INSERT SCOPE]

SAMPLE

Exhibit "B"
SCHEDULE OF SERVICES

[INSERT SCHEDULE]

SAMPLE

Exhibit "C"
COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

SAMPLE