

**REQUEST FOR PROPOSALS
FOR
CITY OF MONROVIA
FOR
ENERGY ACTION PLAN**



**OF
ENERGY EFFICIENCY IMPROVEMENT PROJECTS**
CITY OF MONROVIA
600 SOUTH MOUNTAIN AVENUE
MONROVIA, CA 91016

**SUBMITTAL DEADLINE:
THURSDAY, MAY 6, 2021 at 10:00 a.m.**

INTRODUCTION AND OVERVIEW

The City of Monrovia (City) is requesting proposals from qualified firms for the development of an Energy Action Plan (Plan), which shall be provided under the general direction of the City Manager or his or her designee.

Located 20 miles northeast of Los Angeles at the base of the San Gabriel Mountains, Monrovia is part of the San Gabriel Valley, just eight miles east of the City of Pasadena in Los Angeles County. The City's population is approximately 38,000 and the City's current area covers approximately 13 square miles. Monrovia is host to light industrial, manufacturing firms concentrated primarily south of Interstate 210, technology firms along the Huntington corridor between California and Myrtle Avenues. Retail, offices and restaurants can be found in the heart of Old Town. Shopping centers, restaurants and hotels can also be found along Huntington Drive and Foothill Blvd. Major employers within the City include: Aerovironment, Advanced Medical Analysis, Amada Myachi America, Inc., City of Hope, Currie Medical Specialties, Ducommon Aerostructures, Green Dot Corporation, Home Depot, ITT Industries Systems, Modern Healthcare, Monrovia School District, Movie Grill Concepts XXXVII LLC, Peraton Inc., Starr Surgical, Sierra AutocarsTrader Joe's Company Vinyl Technology and Worley Parsons Group.

The City is a general law city in the State of California. The City operates under a council-manager form of government with a four-member City Council and a Mayor elected at large. To serve and promote the welfare of its residents, the City intends to procure the Services, as described below.

The intent of this solicitation is to obtain proposals from qualified Proposers that describe their capability, approach, and charges to identify, analyze, and design large-scale, comprehensive energy system improvements, smart building and water infrastructure and operational efficiency programs. The successful Proposer will be tasked with performing energy assessments of potential energy efficiency measures, including comprehensive analysis of both the environmental and financial costs and benefits of each measure, and present the City with a detailed action plan to implement certain energy conservation, energy generation, and energy efficiency measures and services ("Services"). The comprehensive Plan must identify potential energy savings opportunities at specified City sites and estimated program costs to implement the recommended energy conservation measures, and present an overall potential energy cost and consumption savings of implementing the energy conservation measures. Finally, the comprehensive report must define the City's strategy for evaluating and prioritizing the measures identified and future measures that could be considered over the time horizon of the Plan.

The City would like to implement a program to upgrade its outdated and/or obsolete energy/building/water infrastructure and perform operational improvements that will

provide sustained revenue enhancement, technology advancement, and operational costs avoided through the program. The program should include an approach to a smart, connected infrastructure.

PROJECT SCHEDULE

The schedule for the procurement of consulting services for this project is as follows:

- RFP Document Released April 12, 2021
- Site Information Packet and Maps Issued April 19, 2021
- Deadline for Questions April 26, 2021, 5:00 p.m.
- Submittal Deadline May 6, 2021, 10:00 a.m.
- (Optional) Interviews for Selected Firms May 19, 2021
- City Council Approval June 15, 2021

*These dates are subject to change at City's discretion.

For any questions and to be added to the interested parties list, please email Christopher Castruita at ccastruita@ci.monrovia.ca.us.

The following proposed schedule is may be negotiated with the selected consultant:

- Project Kickoff Meeting Week of June 29, 2021
- Submittal of 60% Plan/Update Meeting Week of October 11, 2021
- Submittal of 85% Plan/Update Meeting Week of December 6, 2021

PROPOSAL REQUIREMENTS

1. Cover letter: Summarize the content of your firm's proposal in a clear and concise manner.
2. Background: Provide a summary of your firm's background and project qualifications.
3. Project Understanding: Provide a brief statement of your firm's understanding of the project.
4. Firm's Experience and References: Provide a list of three most relevant projects or service contracts held by the firm within the last five (5) years.
5. Staff's Experience: Please provide resumes and pertinent experience for all key project staff.

6. Sub-consultant's Experience: Please provide a list of all proposed sub-consultants and information related to their qualifications, experiences, and involvement in this project.
7. Schedule: Provide a detailed schedule including all tasks and deliverables.
8. Cost Proposal: Provide a fee proposal, broken down by task, for a total, and a not to exceed fee. Include separate fee proposals for optional tasks requested in this RFP. Additionally, please include a schedule of current hourly rates for applicable personnel and for additional work, if necessary. Specify what tasks, time, and expenses are included within the not to exceed fee.

SCOPE OF WORK

Task 1: Project Kick-Off Meeting

Consultant will meet with City staff to discuss project goals and objectives, confirm the project schedule, and key points of contact. City staff and the consultant team will identify existing documents, data, and City programs and facilities that will be investigated as part of the project.

Consultant will provide meeting minutes and a finalized Request for Information.

Task 2: Technical Memo on Baseline Greenhouse Gas (GHG) Emissions and Long-term Forecast

Consultant will review both the 2008 and 2012 Energy Action Plans' forecast of energy consumption and GHG emissions in order to determine historic usage. Consultant will then develop an updated GHG emissions forecast through the year 2032. This forecast will capture, at a minimum, emissions produced from municipal activities in the following sectors:

- Municipal Buildings
- Municipal Vehicles and Equipment, including City fleet, City off-road equipment, and Transit (Dial-a-Ride) fleet
- Outdoor Lighting, including City-owned street lights, utility-owned street lights, traffic signals, and park and area lighting
- Utility Pumping
- Employee Commute

Consultant will provide a technical memo on the baseline and long-term forecast of energy consumption and greenhouse gas emissions for these municipal operations.

Optional Task – Community-wide GHG Emissions Forecast

Respondents will provide an optional proposal for the development of a community-wide GHG emissions forecast to be included in the technical memo. This forecast will capture, at a minimum, emissions produced from community activities in the following sectors:

- On-Road Transportation
- Residential Energy
- Commercial Energy
- Solid Waste
- Water
- Off-Road Equipment
- Wastewater

Should the City wish to move forward with this optional task, the resulting technical memo would have the minimum of technical rigor outlined by ICLEI and the Climate Registry for inclusion in a future Climate Action Plan.

Task 3: Energy Assessment and Best Practices Memo

Consultant will perform an Energy Assessment of potential energy efficiency measures, energy generation and storage options, and vehicle electrification that would reduce City energy usage and GHG emissions.

At a minimum, Energy Assessments will be performed for the following measures:

- Heat ventilation and air conditioning (HVAC) Systems Replacement
- Energy Management Systems Installation
- Building Automation Systems Replacement/Installation
- Traffic signal and street LED lighting solutions
- Interior and exterior LED lighting solutions
- Energy generation, including, but not limited to, Solar Photovoltaic
- Energy storage (electrical & thermal)
- Replacement, repair, or retrofit of Water Pumps
- Municipal and Transit Fleet Electrification

The assessment will include, at a minimum:

1. An audit to identify potential cost-savings measures, determine the cost savings of each measure, and present a verification plan to validate future savings of each measure. Audits will be performed according to ASHRAE level 2 standards, and, at a minimum, address all building systems identified in the preceding paragraph. The audit will clearly identify start-up and ongoing costs, benefits in energy and associated GHG emissions reductions, and simple payback period of each energy efficiency measure.
2. A feasibility analysis of electrifying all Municipal and Transit fleet vehicles, that will:
 - a. Calculate the Total Cost of Ownership and Cost per Mile for all current Municipal and Transit fleet vehicles.
 - b. Document the current functions, capabilities, duty cycle, durability and reliability of each vehicles.
 - c. Identify specific use cases based upon the current traits of the various vehicles.
 - d. Review a range of Battery Electric Vehicles (BEV) and Plug-In Hybrid Electric Vehicles (PHEV) models for conformance with the traits required for each use case
 - e. Develop a range of the Total Cost of Ownership and Cost per Mile of the average BEV and PHEV models selected
 - f. Outline a graduated scale of Electric Vehicle Supply Equipment (EVSE) that must be installed in order to electrify progressively larger portions of the City fleet, and associated start-up and annual maintenance costs.
3. An initial site feasibility and economic analysis of renewable energy generation, identifying:
 - a. The current maximum load requirements and critical load requirements (during emergency and disaster response scenarios) of each potential renewable energy site;
 - b. The maximum system size (in kW or MW) and annual electricity generation capacity (in kWh or MWh) of each renewable energy site;
 - c. An estimated solar and battery storage sizing estimate for each potential renewable energy site;
 - d. The estimated total start-up cost, annual maintenance costs, and cost per kWh of each renewable energy installation;

- e. An estimated simple payback period for the installation of each renewable energy installation.
- f. A recommendation as to whether each site is suitable for a solar power purchase agreement and/or an onsite solar system with battery storage for business continuity purposes.

Utilizing the findings from the Energy Assessment, the Consultant will prepare a best practices memo to be distributed prior to a Goal Setting Workshop to be attended by key staff from across the agency. The best practices memo will include an engineer's estimate and a cost-benefit analysis of each measure. The memo will also identify outside funding sources, financing mechanisms, and options to integrate smart city infrastructure as part of the implementation of various measures.

Task 4: Goal Setting Workshop

Consultant will plan and facilitate a Goal Setting Workshop for key staff from across the agency. Documents guiding the Goal Setting Workshop will include the project kick-off meeting minutes, the energy consumption and GHG emissions baseline and long-term forecast, and the best practices memo. During the Workshop, the Consultant will assist City staff members with defining goals for GHG emissions reductions, energy efficiency in building system, fleet electrification, and renewable energy use. The Consultant will use this goal-setting as a basis to begin to prioritize projects in order to meet those goals.

Based upon the feedback from the Goal Setting Workshop, the Consultant will draft a memo of sustainability program goals and a draft list of projects to meet those goals.

Task 5: Implementation Plan

Consultant will draft an Implementation Plan for the various proposed projects required to meet the City's goals. The Plan will:

- Propose a phasing schedule for all projects identified in the plan
- Propose a phasing plan for the replacement of internal combustion engine vehicles with BEVs and PHEVs, and the associated EVSE infrastructure to meet the operational needs of the Municipal and Transit fleets in the transition to electric vehicles.
- Recommend a scoring mechanism and project development road map for City staff to evaluate additional sustainability and energy efficiency proposals and projects as they arise.
- Recommend a project delivery method for each project identified that would be most suitable to the project requirements and organizational constraints, taking into account design/build and design/build/operate/maintain models as well as the traditional design-bid-build project delivery model.

- Propose funding mechanisms to help meet the financial costs of these projects by:
 - Calculate the annual Capital Improvement Program and Operations and Maintenance budget allocations required.
 - Identify outside funding including pass-through and competitive grant opportunities, utility incentives and financing programs, as well as generalized timing to apply for these programs in order to have funding available for use with applicable projects.
 - Comparing the benefits and drawbacks of available financing mechanisms including utility on-bill financing, power purchasing agreements, and Efficiency as a Service (EAAS) financing through Energy Services Companies; and identifying applicable projects that would meet the requirements of any one particular program.

Task 6: Draft Energy Action Plan

Consultant will submit a Draft Energy Action Plan to reduce Municipal energy consumption and GHG emissions. The Energy Action Plan will consist of the following sections:

1. Introduction and Executive Summary
2. Emissions Inventory and Forecast (Using Technical Memo on Baseline (GHG) Emissions and Long-term Forecast as a basis for this section)
3. Energy Profile (Using the Best Practices Memo as a basis for this section)
4. Energy Efficiency Strategy (Using the Best Practices Memo and Sustainability Goals and Strategy Memo as a basis for this section)
5. Implementation Plan (Using the Implementation Plan Memo as a basis for this section)
6. Conclusion

Consultant will present an initial version of the Draft Energy Action Plan to City staff and make necessary edits of the Draft Energy Action Plan for presentation to the City Council.

Task 7: Final Energy Action Plan

Consultant will support City staff for public meetings and presentation of the Draft Energy Action Plan. This will include both the development of draft presentation slides and presentation at a minimum of two (2) City Council Meetings.

Consultant will make any necessary edits taking into account feedback and recommendations from the City Council and submit the Final Energy Action Plan.

Optional Work - Task 8: Tracking and Reporting of GHG Emissions Reductions

Respondents will provide an option for the development of a web-based Energy Action Plan implementation and monitoring tool, including:

- Build out a database of Municipal energy usage, energy costs, and GHG emissions for municipal operations
- Provide the capability to track progress towards the City’s GHG reduction targets, energy usage reductions, cost savings, and project-specific milestones
- Set up reporting for Key Performance Indicators to assess the effectiveness of various energy efficiency measures implemented through the Energy Action Plan
- Train staff in the use and maintenance of the monitoring tool in order to report GHG emissions reductions and project-specific milestones in future years.

General Requirements

Below is a list of potential buildings and water well sites that the City wishes Proposers to consider in preparing the energy action plan. The City reserves the right to add or remove facilities from the audit through an amendment process.

Site	Address	Interior Sq. Ft.	Energy Efficiency Assessment	Renewable Energy Assessment
Canyon Park Cabin	1101 North Canyon Blvd	1,200	Yes	No
Canyon Park Entry Station	1001 North Canyon Blvd	1,100	Yes	No
Canyon Park Nature Center	1201 North Canyon Blvd	1,400	Yes	No
City Hall	415 South Ivy Ave	18,350	Yes	Yes
Colorado Commons	517 Falling Leaf Aly	123,145	Yes	No
Community Center	119 West Palm Ave	17,776	No	No
Corporate Yard	600 South Mountain Ave	23,382	Yes	Yes
Fire Station #1	141 East Lemon Ave	12,000	Yes	Yes
Fire Station #2	2055 South Myrtle Ave	8,659	Yes	Yes

Site	Address	Interior Sq. Ft.	Energy Efficiency Assessment	Renewable Energy Assessment
Fire Station #3	620 Cloverleaf Dr	882	Yes	Yes
Historical Museum	742 East Lemon Ave	6,713	Yes	No
Julian Fisher Park	915 South California Ave	60	Yes	No
Library	321 South Myrtle Ave	28,431	Yes	Yes
Mary Wilcox Youth Center	843 East Olive Ave	10,900	Yes	Yes
Police Station	140 East Lime Ave	20,700	Yes	Yes
Recreation Park	620 South Shamrock Ave	270	Yes	Yes
Station Square	1629 South Myrtle Ave	680	Yes	No
Parking Lot 1*	100 block of East Palm Ave	-	Yes	No
Parking Lot 2*	100 block of East Lime Ave	-	Yes	No
Parking Lot 3*	140 East Palm Ave	-	Yes	No
Parking Lot 4*	100 block of East Lemon Ave	-	Yes	No
Parking Lot 5*	100 block of East Colorado Ave, North Side	-	Yes	No
Parking Lot 6*	100 block of East Colorado Ave, South Side	-	Yes	No
Parking Lot 7*	100 block of West Lime Ave	-	Yes	No
Parking Lot 8*	100 block of West Lemon Ave	-	Yes	No
Lime Parking Lot*	200 block of East Lime Ave	-	Yes	No
City Wellfield	2655 South Myrtle Ave	1,000	Yes	Yes

Site	Address	Interior Sq. Ft.	Energy Efficiency Assessment	Renewable Energy Assessment
Mountain Ave Reservoir	510 South Mountain Ave	-	Yes	Yes
Ridgeside Reservoir	715 Ridgeside Dr	-	Yes	Yes
Oakglade Reservoir	733 Oakglade Dr	-	Yes	Yes
Cloverleaf Reservoir	601 Cloverleaf Dr	-	Yes	Yes
May Reservoir	347 May Ave	-	Yes	Yes
Radford Reservoir	346 North Ivy Avenue	-	Yes	Yes
Emerson Reservoir	909 Ridgeside Dr	-	Yes	Yes

*No physical buildings are located at these parking lots. Assessment of retrofit of outdoor lighting to LED is the sole energy efficiency measure to be considered.

EVALUATION CRITERIA / METHOD OF SELECTION

A Consultant Selection Committee of City personnel will be responsible for the selection of the consultant to be recommended to the City Council for an award of contract. The City will review all proposals and will develop a short-list of the most qualified consultants, based on relevant project experience, organizational structure and resources, staff qualifications and experience, and price. The City may request consultants to participate in a brief oral interview and presentation of their proposal. The City Council will have the opportunity to award a contract, if warranted.

Consultants that are selected for interviews will be notified at least one week (7 calendar days) in advance of the interview date. The interview date is established and is included in the project schedule portion of this document. Inability of a firm to make their scheduled interview on established date will exclude said firm from the procurement process.

The City reserves the right to accept or reject any or all proposals, and the right to waive any irregularities or informalities in any Proposal or in the bidding procedure. The City reserves the right to be the sole judge of the merits and qualifications of the services and/or items offered, and the ability of bidder to responsibly perform. The City may accept other than the lowest bid offered based on the evaluation criteria and interviews. Proposal may not be withdrawn for a period of 90 days after the time proposals are due.

COST PROPOSAL

All respondents shall include a detailed cost proposal that includes a not to exceed, lump sum price for the base scope of work, individual lump sum prices for each optional item, and a lump sum price for the complete scope of work, as provided in these documents, along with a proposed schedule of hourly rates for additional work requested by the City. The proposal shall also include a line item summary breakdown of the proposed estimated costs for the project, a schedule of performance, an hourly rate schedule, and other pertinent cost information. The cost proposal will be utilized as a baseline for contract negotiations and is subject to change during the contract negotiation process.

CONTRACT NEGOTIATIONS

After establishing the final rankings, the City may negotiate a contract with the most qualified firm. The goal of the negotiation is to agree on a final contract that delivers to the local agency the services or products required at a reasonable cost and within an agreed upon time frame. The items that would typically be negotiated include:

- Work Plan
- Schedule including contract begin/end dates and milestones
- Tasks to be completed
- Assigned Personnel (Experience, Classification, Wage Rate)
- Cost items, Payments, and Fees

The City reserves the right to cancel or modify this RFP with or without an award of contract. There is no guarantee that the City will place the requested service under contract.

CONTRACT TERMS

A draft of the City's standard Consultant Services Agreement is included in this document as Attachment B for reference. A mandatory requirement is that all consultants agree to execute the City's standard contract without amendment. Modifications to the contract will not be considered.

ADDITIONAL TERMS

Modification or Withdrawal of Submittals

Any proposal may be withdrawn or modified prior to the submittal deadline by written request to the City.

Confidentiality

Prior to award of contract, all proposals will be deemed confidential. After award of contract, all proposals will become public record.

Insurance Requirements

Attachment A includes all insurance requirements that must be met by the selected consultant in order to execute Consultant Services Agreement. The City will not modify or reduce the insurance policy requirements.

Discretion and Liability Waiver

The City reserves the right to reject all proposals or to request and obtain supplementary information from one or more applicants as deemed necessary for City staff to analyze the proposals. The distribution of this RFP does not bind the City to award an agreement.

The City is not liable for costs incurred by the consultant related to the preparation of the proposal and the application process. The consultant, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

All proposals shall be binding for a period of 90 days after the proposal due date.

Relevant Project Documents

Any project documents that the City considers to be relevant to creating a proposal for the services outlined above will be made available on the City website and distributed to the interested parties list. To register for the interested parties list and receive regular updates, please email Christopher Castruita at ccastruita@ci.monrovia.ca.us. Staff will answer questions and/or provide additional documentation upon request throughout the RFP process. All questions must be sent by April 26, 2021 by 5:00 p.m.

Sole Point of Contact

The City has designated a sole point of contract responsible for administering this procurement and addressing any questions, concerns, or issues with the RFP document and process. Any inquiries should be directed to the contact listed below; other staff members or Council Members of the City of Monrovia should not be contacted.

Chris Castruita, Senior Management Analyst
Phone: (626) 256-8224
Email: ccastruita@ci.monrovia.ca.us

PROPOSAL SUBMITTAL

Energy Action Plan
Consulting Services

Request For Proposal
Submittal Date: May 6, 2021 10:00 a.m.

Please submit all proposals electronically by 10:00 a.m. on May 6, 2021 to the Office of the City Clerk at:

bids@ci.monrovia.ca.us

ATTACHMENT A – INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Four Million Dollars (\$4,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has not employees.

4) Professional Liability Errors and Omissions Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

Attachment B- CONSULTANT SERVICES AGREEMENT

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (“Agreement”) is dated [month] [day], [year] (“Effective Date”), and is between the City of Monrovia, a California municipal corporation (“City”) and [Consultant’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Consultant”).

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide [describe required services].

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

2. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit A**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be:

[Name], [Title] (the “Consultant Representative”)
[E-mail Address]

The Consultant Representative shall directly manage Consultant’s services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services in conformance with the project timeline, attached hereto as **Exhibit C**.

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements applicable to this Agreement.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date through [Month] [Day], [Year], unless sooner terminated as provided in Section 13 of this Agreement or extended.

4. Compensation.

A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant a sum not to exceed [Written Amount] Dollars (\$[Numerical Amount]) (the "maximum compensation"), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit B**.

B. Expenses. City shall only reimburse Consultant for those expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses collectively exceed the total sum of [Written Amount] Dollars (\$[Numerical Amount]).

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

5. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable,

and the amount due. City shall review each invoice and notify Consultant in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

6. Ownership of Documents. All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain City's property without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

7. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

8. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

9. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

10. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the

independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph B. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provisions in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, Claim, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 9 shall survive the expiration or termination of this Agreement.

11. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property

damage and a general aggregate limit of Four Million Dollars (\$4,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has not employees.

4) Professional Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

12. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

13. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of [Written Amount] ([Numerical Amount]) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

14. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five (5) calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

15. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

16. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Alice D. Atkins, City Clerk
City of Monrovia

If to Consultant:

415 South Ivy Avenue
Monrovia, California 91016

With a courtesy copy to:

Craig A. Steele, City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Exhibits. Exhibits A, B and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject

matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both parties.

22. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

23. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

24. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

25. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Monrovia.

26. Attorneys’ Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

27. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:
City of Monrovia,
a California municipal corporation

Consultant:
[Consultant's Legal Name],
a [Legal Form of Entity]

By: _____
Name: Dylan Feik
Title: City Manager

By: _____
Name: [Name of Authorized Signer]
Title: [Title of Authorized Signer]

ATTEST:

By: _____
Name: Alice D. Atkins, MMC
Title: City Clerk

By: _____
Name: [Name of Authorized Signer]
Title: [Title of Authorized Signer]

APPROVED AS TO FORM:

By: _____
Name: Craig A. Steele
Title: City Attorney

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
APPROVED FEE SCHEDULE

**EXHIBIT C
PROJECT TIMELINE**