

**CITY OF
MENIFEE:
REQUEST
FOR PROPOSALS
(RFP)**

NO. 2022-9

**COMMUNITY SERVICES
DEPARTMENT: 2022 PARKS
MASTER PLAN UPDATE**



DECEMBER 2021

CONTENTS

REQUEST FOR PROPOSAL (RFP) SUMMARY INFORMATION 1

PROPOSAL REQUIREMENTS & INSTRUCTIONS 3

**ATTACHMENT A: COST PROPOSAL & ACCEPTANCE OF PROPOSED
CONTRACT/AGREEMENT 16**

ATTACHMENT B: INSURANCE REQUIREMENTS..... 21

**ATTACHMENT B.1: ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND
CERTIFICATION OF ABILITY TO PROVIDE COVERAGES SPECIFIED..... 23**

ATTACHMENT C: CERTIFICATION OF NON-COLLUSION 24

**ATTACHMENT D: PREVIOUS CONTRACT PERFORMANCE & LITIGATION STATEMENT
..... 25**

EXHIBIT A: SAMPLE PROFESSIONAL SERVICES AGREEMENT 27

EXHIBIT B: EXISTING PARK & TRAIL SITES MAP 28

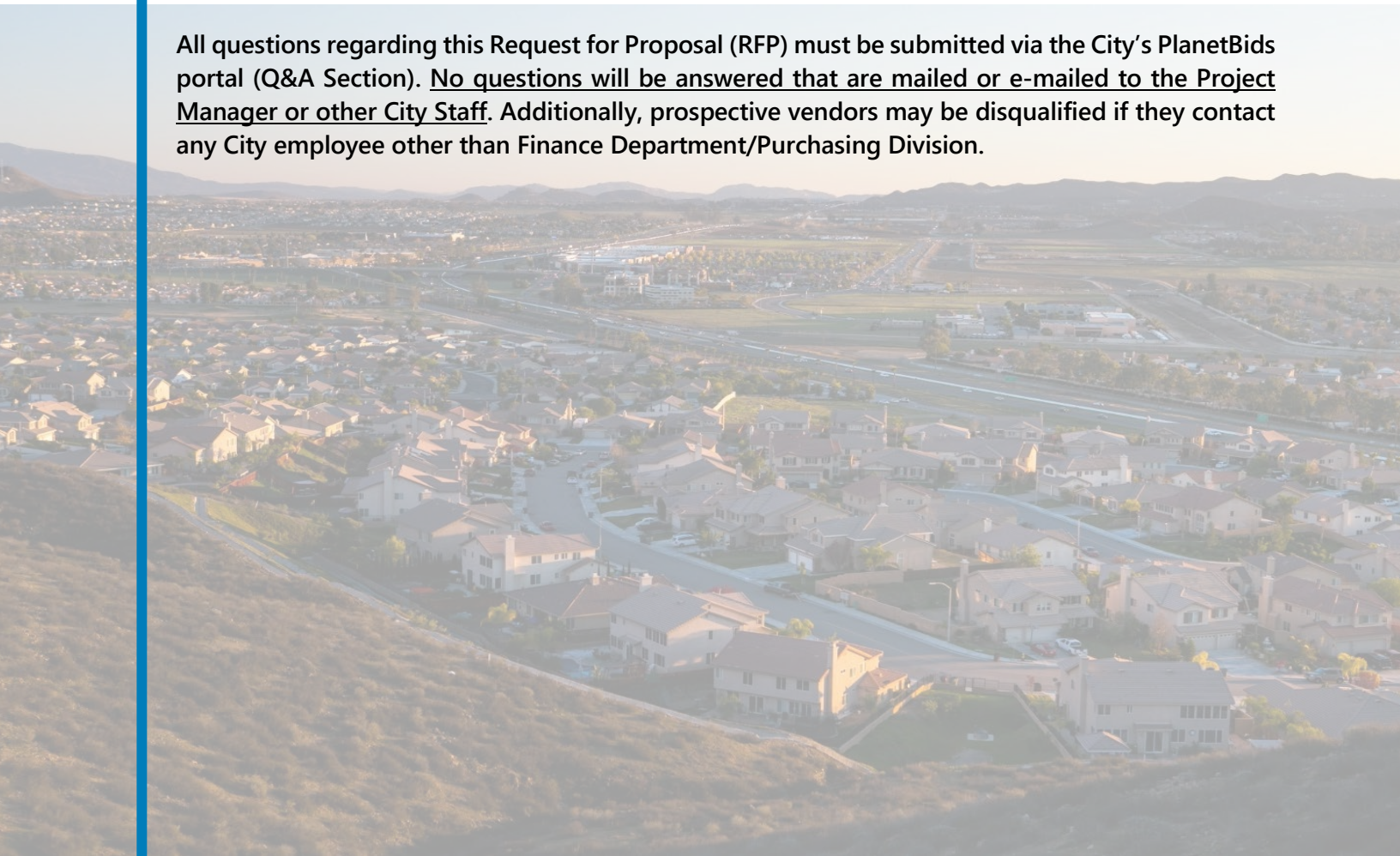
EXHIBIT C: PARKS MASTER PLAN & RELATED CITY DOCUMENTS 30

REQUEST FOR PROPOSAL (RFP) SUMMARY INFORMATION

The City of Meniffee is seeking proposals from qualified professional consultants and/or firms with public entity experience to conduct a **Park Master Plan Update** for the City of Meniffee. The selected consultant will perform the services under the general direction of the Community Services Department for the City of Meniffee. The requested services shall include, but are not limited to, analyze and evaluate current Parks, Trails, Open Space, and Recreation Master Plan (2016), develop a plan for public outreach and participate in the development of the updated Parks, Trails, Open Space, and Recreation Master Plan Update, and provide recommendations based on a thorough Needs Assessment.

Proposals will be received by the City of Meniffee, hereinafter called the "City", via electronic submission through the City's PlanetBids' Vendor/Bidding Portal at <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>. Mailed, faxed or hand delivered proposals will NOT be accepted. Proposals must be submitted electronically on the PlanetBids Vendor/Bidding Portal website and accompanied by required forms and attachments to be considered.

All questions regarding this Request for Proposal (RFP) must be submitted via the City's PlanetBids portal (Q&A Section). No questions will be answered that are mailed or e-mailed to the Project Manager or other City Staff. Additionally, prospective vendors may be disqualified if they contact any City employee other than Finance Department/Purchasing Division.



TIMELINE/IMPORTANT DATES



PROJECT TIMELINE:

TIMELINE	DATES
RELEASE OF REQUEST FOR PROPOSAL	December 22, 2021
DEADLINE FOR SUBMISSION OF QUESTIONS All questions must be submitted via the PlanetBids vendor portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=41576	Must be received by: January 19, 2022 Responses to questions will be posted no later than January 21, 2022
DEADLINE FOR PROPOSALS <u>ALL PROPOSALS MUST BE SUBMITTED VIA THE PLANETBIDS VENDOR PORTAL AT:</u> https://www.planetbids.com/portal/portal.cfm?CompanyID=41576	On or before January 31, 2022 Time: <u>3:00 pm Pacific Time</u>
INTERVIEWS (TENTATIVE)	TBD
COUNCIL/CITY AWARD DATE (TENTATIVE)	March 16, 2022

The Bidders are responsible for checking the Purchasing website for notice of intent to award at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>

PROPOSAL REQUIREMENTS & INSTRUCTIONS

The firm must submit one (1) electronic copy of the RFP via the City's PlanetBids' Vendor/Bidding Portal at <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576> to respond and conform to the overall RFP requirements.

Proposal shall be typed and submitted on 8 1/2" x 11" size paper, using a single method of fastening and up to a TOTAL **page limit of forty-five (45) pages** (NOT INCLUDING dividers, transmittal letter, Table of Contents, and required forms). Offerors should not include any unnecessarily elaborate promotional material. Lengthy narrative is discouraged, and proposal should be brief, clear and concise. Mailed, hand delivered, or faxed proposals will NOT be accepted.



SUBMITTAL REQUIREMENTS: The proposal shall include the following:

ITEM #	DESCRIPTION	REQUIRED TO BE COMPLETED AND RETURNED WITH PROPOSAL RESPONSE
1	Cover Page/ Letter of Introduction	X
2	Experience and Qualifications of the Individual/Firm	X
3	Project Approach & Work Plan	X
4	Project Timeline	X
5	Project Team Qualifications/Qualifications of Key Personnel	X
6	References/Similar Engagements with Other Governmental Entities	X
7	Cost Proposal & Acceptance of Proposed Agreement (Attachment A)	X
8	Insurance Requirements Acknowledgement/Certification (Attachment B.1)	X
9	Certification of Non-Collusion (Attachment C)	X
10	Previous Contract Performance & Litigation Statement (Attachment D)	X

Please see below for specific requirements of each item listed above.

1. Cover Page/ Letter of Introduction:

Proposals must be signed and include a letter of introduction along with the individual/firm name, website, address, telephone number, email, and name of the person authorized to submit the proposal, along with the person's title. If the individual/firm operates from more than one location, please specify the office to which this project will

be assigned. Identify all sub-consultants that will be involved.

2. Experience and Qualifications of the Individual/Firm:

Firms must describe the qualifications possessed to perform services under this engagement. Include information about pertinent prior experience, number of years the firm has been in business, specialized expertise. Experience with California local municipalities should also be identified.

Firm should submit one (1) recent example of a similar project completed.

Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines. Include resumes and information regarding those firm(s) qualifications.

3. Project Approach & Work Plan:

Firms must include an overall summary of the proposed project approach and work plan for completion of the study. Summary should address the following:

1) A clear and detailed description of the proposed approach to accomplish the City's objectives. The City will consider the comprehensiveness of the approach, understanding of the project, strategy, and methodology to be used;

2) A detailed work plan that outlines the method and means to be used to implement the scope of services. The work plan must define the necessary process and procedures, which if fully implemented, would accomplish the City's objective.

3) Provide examples of how proposed approach has been used successfully in other jurisdictions of similar size and complexity within the past five (5) years;

4) Work plan shall clearly distinguish the proposer's duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

5) Provide a detailed description and/or examples of your quality control procedures that ensures all work products delivered to the City (i.e., drafts and final versions) are of high-quality, accurate and have been thoroughly reviewed prior to delivery to the City.

6) Community Involvement: The incorporation of community engagement/participation throughout this project is very important to the City. Firm shall outline it's approach for community involvement, including but not limited to:

- Methods of engaging public
- Unique approaches to increase community involvement
- How is community involvement compiled, wrapped into the overall update report.

4. Project Timeline:

At a minimum, the Tentative Project Schedule shall incorporate the following:

- Tentative timeline schedule with key project milestones.
- Outline each phase of the process from start to completion.

5. Project Team Qualifications/Qualifications of Key Personnel:

Firm should include a comprehensive summary detail of the assigned project team, including, but not limited to, the following:

- 1) A brief history of the proposer (limit two pages). Information should include organization structure and location of management;
- 2) Provide an organizational chart that shows the proposer's employees, and subconsultants that the proposer plans to assign to this project.
- 3) Provide resumes for each of the key personnel proposed for this project with specific emphasis on the project manager;
- 4) Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - a) Name and Title;
 - b) Professional Background;
 - c) Current and Past Relevant Work Experience; and
 - d) Include two (2) references of each key personnel who worked on similar projects.

6. References/Similar Engagements with Other Governmental Entities:

For the prime individual/firms and all sub-consultants, provide reference information and brief project descriptions for at least three (3) current clients. Reference projects should have been completed within the last four (4) years and similar in nature to those described in this RFP. Please include the following information:

- 1) Name of client
- 2) Name and title of client's primary contact.
- 3) Telephone number, fax number, email address, and mailing address of the client's primary contact.
- 4) A brief description of the types of services provided, the overall scope of the project, duration of the project and the current status of the project.

The City reserves the right to contact any or all of the listed references regarding the services performed by the Proposer.

7. Cost Proposal & Acceptance of Proposed Professional Services Agreement

(Attachment A): Provide a proposed schedule of total fees proposed for the components of

the scope that you are submitting a proposal for and a listing of estimated other direct costs.

Provide a listing of hourly rates for services, by type of personnel and/or service.

Include a statement regarding whether the City's standard consultant agreement is acceptable as is, or whether any modifications would be proposed (INCORPORATED AS PART OF ATTACHMENT A, COST PROPOSAL & ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT).

8. Insurance Requirements Acknowledgement/Certification (Attachment B.1)

9. Certification of Non-Collusion (Attachment C) (Required for Subconsultants as well)

10. Previous Contract Performance & Litigation Statement (Attachment D) (Required for Subconsultants as well)

Proposals must be signed by representatives of the company who have the authority to bind the company to its provisions. **The proposal or a letter accompanying the proposal must state that the quote remains valid for a period of at least ninety (90) days.**

Proposals shall be prepared and submitted at the respondent's sole expense. All proposals will become the property of the City of Menifee and will not be returned. There will be no public bid opening. Only one Proposal is to be submitted by each Firm. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

The City reserves the right to negotiate mutually acceptable service-related conditions, including cost.

ADDITIONAL INSTRUCTIONS:

RFP documents are available on or after the date mentioned herein (see Timeline/Important Dates) on the Vendor/Bidding Portal website, <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>. Respondents shall first register as a vendor and then log in to the PlanetBids Vendor/Bidding Portal to search for this project and download the RFP documents. If Respondent experiences problems viewing this website, contact PlanetBids support online <http://home.planetbids.com/tech-support> or by phone at (818) 992-1771.

Firms fee schedule, reimbursable and overhead costs shall accompany the proposal as Attachment A: Cost Proposal.

By submitting a proposal, the responding firm represents that it has thoroughly examined and become familiar with the work required in this RFP and that it is capable of performing quality work to achieve the objectives of the RFP.

Addenda:

Any City of Menifee changes to the requirements will be made by a written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City of Menifee will not be bound to any modifications or deviations from the requirements set forth in this RFP as the result of oral instructions.

Firm shall acknowledge receipt of the addendum/addenda (if any) within Attachment A (Cost Proposal & Acceptance of Proposed Agreement/Contract) in their proposals. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive. All addenda will be available on the City's PlanetBids' Vendor / Bidding Portal at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>.

City Contact:

All questions and /or inquiries regarding this RFP (post-RFP submittal deadline (i.e., RFP selection status, etc.) shall be submitted directed to:

City of Menifee Finance Department (Purchasing)
Jennifer Dominguez, Contract & Purchasing Technician I
Email: jdominguez@cityofmenifee.us

Questions/inquiries before the submittal deadline must be submitted via the City's PlanetBids portal (Q&A Section). No questions will be answered that are mailed or e-mailed to the Project Manager or other City Staff.

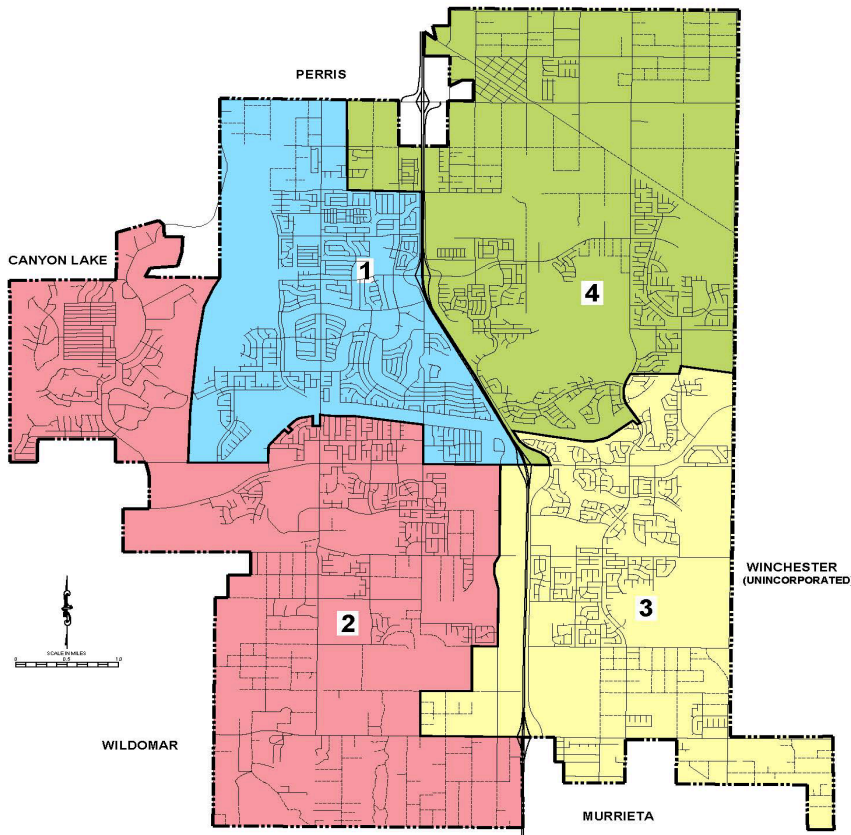
Clarifications:

Should a prospective firm require clarifications regarding the RFP, the firm must submit questions directly via **the City's PlanetBids portal (Q&A Section) at <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>**. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City of Menifee will issue a written addendum clarifying the matter(s). The written addendum will be posted via the City's PlanetBids' Vendor / Bidding Portal.

Please see "Timeline/Important Dates" found herein for Clarifications request due date.

ABOUT US

The City of Menifee, located within Southwest Riverside County, CA is one of the region's fastest growing communities. Menifee is a vibrant, new City of more than 100,000 residents who enjoy a pleasant year-round climate, abundant recreational offerings, reasonably priced housing and convenient proximity to some of Southern California's premiere attractions and employment centers. Within its 50 square miles, Menifee's business, retail and entertainment outlets are starting to shape the community's character and this growing economic base is also contributing favorably to the City's strong financial position. Menifee's growing family-oriented population values the City's ongoing commitment to public safety, community events and smart growth for the future. All of these elements are working together to support the City's strategic vision to make Menifee one of the state's most promising new cities.



City of Menifee City Boundary & Districts

The City of Menifee operates as a general law city. Its government composition includes four (4) districts and a mayor. The City incorporated on October 1, 2008 as the 26th city in Riverside County. It is located south of the City of Perris, north of the City of Murrieta, west of the City of Hemet, east of the City of Lake Elsinore and near or adjacent to the unincorporated communities of Winchester, Romoland, and Homeland.

**BUILDING A
SAFE,
THRIVING &
PREMIER
PLACE TO BE!**

SCOPE OF WORK & DETAIL



PROJECT BACKGROUND:

The City of Meniffee Community Services was formally established in 2014, with recreation and maintenance staff added in 2015. The City's Community Services Department is the primary provider of parks and recreational facilities in the City. The Meniffee park system consists of active and passive recreational areas (see below for overview of current inventory). Parks, trails and open space are vital to the quality of life in Meniffee. They provide space for recreation, conservation, and contemplation. They enhance the aesthetic quality of the city, create a link to local history, and provide a connection to nature. Recreational services are provided to Meniffee residents through the Community Services Department which operates the Kay Cenicerros Senior Center and Lazy Creek Recreation Center. The Department offers many activities targeted to various age groups, coordinates sports programs, hosts a number of special events and provides staff supports to the Parks, Recreation, and Trails Commission (PRTC), Senior Advisory Committee, and Youth Leader of Meniffee group. Other providers include Meniffee Union School District, Perris Union High School District, Romoland Elementary School District, Valley-Wide Recreation & Park District and the private and non-profit sectors. Most park maintenance responsibilities are assigned to Community Services Department, Maintenance division.

The Trails, Parks, Open Space and Recreation Master Plan adopted in 2016 (a copy of the City's current Parks Master Plan is included herein as EXHIBIT C) outlined a set of policies and programmatic recommendations for improving and maintaining the existing park system, acquisition for future park, recreation and open space areas, a strategy for meeting the need, managing and maintaining sports field, and an approach for financing future improvements and long term maintenance requirements. The 2016 plan has been used to identify funding priorities and capital improvement needs for the Meniffee Park system. Many of the projects listed in the Master Plan have been completed while others remain unfunded.

Since 2016, our resident population has grown considerably, to serve the citizens of Meniffee our parks, trails, open spaces, and recreation have changed to meet the expanding needs as well. It is imperative we keep up with the needs of our residents and try to anticipate their future needs as well. Updating the existing Parks Master Plan is critical to this thriving City. The Plan update will set the framework for decision-makers in the planning, maintenance, development, and/or rehabilitation of Meniffee's parks, trails, open space, and recreation facilities.



City of Menifee “Snapshot” Parks, Trails and Open Spaces (Existing Park Regulations and Facilities, Proposed Trail Map 2016)

Parks: 17 park properties

- 12 Neighborhoods
- 3 Community Parks
- 1 Special Use /Pocket Parks
- 0 Regional /Reserve/Wilderness Areas
- 1 Undeveloped Park sites

Parks Gross Acres Maintained: 82.5 acres

- 82.5 Developed Acres
- 19 Undeveloped Acres
- 0 Reserve / Wilderness Areas
- Over 2 miles of trails

Building Square Foot Maintained: t

- 2 Recreation / Community Centers—4,300 square feet
- 1 Senior Center—8,000 square feet
- 2 Other Multi-Use Buildings—5,700 square feet
- 13 Restroom, Concession, Maintenance Buildings

The City seeks the services of a qualified and experienced consultant firm to update its master plan in the areas of parks, recreation, and community services. The baseline information will be that contained in the 2016 master plan. While an overall update of the Master Plan is the ultimate goal, the following items are important components of the project's findings and recommendations:

Significant community input is expected to be a major contributor to the project based on the items noted above and in that the City wishes to refresh its aged set of responses from residents as to their priorities and needs in the areas of concern. Based on the results of discussions with City staff and upon receiving public input, the consultant will then be expected to provide an updated Parks, Recreation & Community Services Master Plan, consisting of components that include, but are not limited to park and facility needs, recommended goals and policies, and financing and implementation measures.

SCOPE OF WORK

TASK 1: ANALYSIS AND EVALUATION OF CURRENT PARKS, TRAILS, OPEN SPACE, AND RECREATION MASTER PLAN.

1. Review City's existing plans and policies that are relevant to the Parks, Trails, Open Space system and Recreation programs. This includes the Parks, Trails, Open Space and Recreation Master Plan, Annual Budget, Annual Capital Improvement Program Budget, City's General Plan, City Council Strategic Visioning, Park Development Design Guidelines and Landscape Standards.
2. Update the inventory and assessment of existing park facilities as well as parks currently in development.

3. Review and interpret demographic, cultural, socio-economic and other trends relevant to the City of Menifee using available statistical data including the 2020 Census.

TASK 2: DEVELOP COMPREHENSIVE PLAN FOR PUBLIC OUTREACH AND PARTICIPATION IN THE DEVELOPMENT OF THE UPDATED PARKS, TRAILS, OPRN SPACE, AND RECREATION MASTER PLAN

1. Identify and describe a comprehensive strategy and methodology for citizen, participant and stakeholder involvement.
2. Conduct a Citywide, statistically valid public survey to support and influence recommendations.
3. Provide well-organized and directed activities, techniques, and formats that will ensure that a positive, open and proactive public participation process is achieved. Activities should include community workshops, stakeholder/focus group meetings, presentations to Commission and Council, virtual content, and opportunities to provide feedback online.
4. Provide written records and summaries of the results of all public process and communication strategies.
5. Develop and manage any online public involvement tools and data.

TASK 3: PROVIDE RECOMMENDATIONS BASED ON A THOROUGH NEEDS ASSESSMENT

1. Highlight important changes in demographic composition of residents and align them potential impacts for future programs, facilities and standards.
2. Provide additional analysis of emerging parks and recreation trends and current state and national standards.
3. Utilize information provided by public outreach efforts to determine community interests, needs, and resident satisfaction with current facility and program offerings.
4. Make recommendations on operation and maintenance Plans, capital improvement program, City policy review, and financial strategy plan.
5. Provide a comparative analysis to communities of similar size and density using statewide and nationally accepted park and recreation standards.



PROJECT DELIVERABLES:

- 1) Timeline with milestones for the completion of the plan.
- 2) A public input questionnaire – administered online and through outreach.
- 3) Project website which includes periodic updates.
- 4) Public workshop and meeting materials.
- 5) Weekly status reports of Project Management and oversight/project status.
- 6) Draft and Final report which summarizes the finding and conclusions and includes a clear demonstration that the consultant has fulfilled all the elements contained in the agreed upon scope of work.

AGREEMENT/CONTRACT TERMS, SELECTION PROCESS, & OTHER APPLICABLE REQUIREMENTS

AGREEMENT/CONTRACT TERM

The agreement/contract type will include a Not-to-Exceed firm fixed price. The contract duration shall be for a twelve (12) month period from execution of contract, estimated at March 2022.

SELECTION PROCESS

All proposals will be reviewed by a Selection Committee. The various selection criteria are summarized below. The City's final selection will not be dictated on any single factor including price. A firm may be eliminated from consideration for failure to comply with any of the requirements of this RFP, depending upon the critical nature of such requirements. Proposals will be evaluated on the criteria specified below:

1. Experience/Qualifications of the Firm and Key Personnel (25 Points)

Firms experience in performing work of a similar nature; experience working with public agencies, and particularly California municipalities; strength and stability of the firm.

Provides detail on assigned key personnel, and demonstrates designated personnel meets established experience requirements. Allocation of key personnel to assignment is appropriate to meeting project expectations.

2. Work Plan Methodology/Project Approach (25 Points)

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Services of this RFP. Work Plan provided is clear and detailed and demonstrates ability to meet City's objective. Includes identified benchmarks and practices.

3. Delivery Schedule and Timeline (20 Points)

Identification of key benchmarks and time estimates for performing the services for each phase of the project.

4. Cost Proposal (15 Points)

Detailed cost proposal for each of the main phases outlined in the Scope of Services in this RFP. Proposed cost schedule shall align with the project schedule.

5. Reference Review (10 Points)

Assess firms prior experience in performing similar services to other public entities based on provided references.

6. Quality of Responsiveness of Proposal (5 points)

Completeness of response in accordance with the RFP instructions.

The City of Menifee reserves the right to accept or reject any or all proposals or to waive any

defects or irregularities in the proposals or selection process.

- The City will review proposals, check references and develop a short list of firms which will be recommended for consideration.
- The City will review the short list, interview if necessary, and make a determination.
- Upon composing the contract terms with the firm, the contract will be scheduled for City Council or City Manager review and approval.

Oral Presentation/Interview: Respondents who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Selection Committee. This provides an opportunity for the respondent to clarify or elaborate on the proposal. These are fact-finding and explanation sessions only and do not include negotiation. The City of Meniffee will schedule the time and location of these presentations. Oral presentations are an option of the City of Meniffee and may or may not be conducted.

Standard Agreement

The City has provided a copy of the Standard Agreement (Exhibit A). Please review this agreement and provide the City with a written statement of your firm's willingness to accept all terms of the agreement.

Please note that the City will require the selected firm to enter into a Professional Services Agreement. The firm will be required to provide and maintain all of the insurances required by the agreement and a City business license. All insurances and related expenses shall be incorporated into the firm's proposal.

Pre-Contractual Expenses

The City of Meniffee shall not, in any event, be liable for any pre-contractual expense incurred by Proposer in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing its proposal in response to this RFP
- Submitting its proposal to the City of Meniffee
- Negotiating with the City of Meniffee on any matter related to its proposal
- Any other expenses incurred by Proposer prior to date of award

Right to Reject All Proposals

The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. Receipt of a proposal by the City does not constitute a contract with the City. All costs incurred in the preparation of the proposal and subsequent material will be borne by the proposer. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind, which may be incurred by a proposer. All quotes, inquiries, responses correspondence, proposals, reports, charts, displays, schedules, exhibits and other documentation or other information submitted to the City in response to this RFP will become the property of the City and a matter of public record.

The City retains the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreement entered into.

The specifications included within the scope of work are intended to be as detailed as possible; however, respondents shall not take advantage of omissions or oversights in this document. The successful proposer shall supply products or services that meet or exceed the requirements of this document.

Other

Severability: If any terms or provisions of this Request for Proposal shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

Right to Refuse: The City of Meniffee reserves the right to retain a proposer it determines to be the most qualified (whether such proposer has submitted a qualifications statement in response to this RFP or not) without competition if such action is deemed to be in the best interests of the City of Meniffee. There is no guarantee that any proposer deemed qualified through this RFP will in fact be awarded any services by the City of Meniffee.

Secured Funding Disclaimer: The award of this project is contingent upon securing funding, in a future City Council approval and award of the Contract.

Collusion: A Certification of Non-Collusion must be submitted with the proposal, a copy of which is at the end of this RFP (Attachment C).

Assigning/Transferring of Agreement: Any successful firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from the City of Meniffee.



ATTACHMENTS & EXHIBITS:

DESCRIPTION		REQUIRED TO BE COMPLETED AND RETURNED WITH PROPOSAL RESPONSE	ATTACHMENTS
Attachment A: Cost Proposal		X	
Attachment B: Insurance Requirements		X	
Attachment B.1: Acknowledgement of Insurance Requirements and certification of ability to provide coverages specified.		X	
Attachment C: Certification of Non-Collusion		X	
Attachment D: Previous Contract Performance & Litigation Statement		X	
DESCRIPTION	PROVIDED FOR REFERENCE PURPOSES		EXHIBITS
Exhibit A: Sample Professional Services Agreement			
Exhibit B: Existing Park & Trails Sites Map			
Exhibit C: Park Master Plan & Related City Documents			

ATTACHMENT A: COST PROPOSAL & ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT

Breakdown of firm's rates, fees and charges for services by phase and total project, including a proposed payment schedule for work associated with the services requested herein., please submit the estimated hours and extended cost for each person assigned to this project. Proposers must submit cost proposals for the complete scope of work. Each cost option shall include all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.

The City reserves the right to add or remove services over the contract term. The City reserves the right to award the Service(s) listed on this solicitation "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the City.

PARKS MASTER PLAN FEE SCHEDULE

- Please include transportation, lodging, meals, and related items for on-site meetings and interviews that are applicable in providing these services.

TASK DESCRIPTION	HOURS	COST (\$)
TASK 1: ANALYZE AND EVALUATE CURRENT PARKS, TRAILS, OPEN SPACE, AND RECREATION MASTER PLAN		
Review & Analysis of City's Existing Plan		
Update Inventory and Assessment		
SUBTOTAL TASK 1: ANALYZE AND EVALUATE CURRENT PARKS, TRAILS, OPEN SPACE, AND RECREATION MASTER PLAN		\$

TASK DESCRIPTION	HOURS	COST (\$)
TASK 2: DEVELOP COMPREHENSIVE PLAN FOR PUBLIC OUTREACH AND PARTICIPATION IN THE DEVELOPMENT OF THE UPDATED PARKS, TRAILS, OPRN SPACE, AND RECREATION MASTER PLAN		
Citywide Survey		
Public Participation Plan/Outreach		
SUBTOTAL TASK 2: DEVELOP COMPREHENSIVE PLAN FOR PUBLIC OUTREACH AND PARTICIPATION IN THE DEVELOPMENT OF THE UPDATED PARKS, TRAILS, OPRN SPACE, AND RECREATION MASTER PLAN		\$
TASK 3: PROVIDE RECOMMENDATIONS BASED ON A THOROUGH NEEDS ASSESSMENT		
Draft Park Master Plan Update Report		
Final Park Master Plan Update Report		

TASK DESCRIPTION	HOURS	COST (\$)
SUBTOTAL TASK 3: PROVIDE RECOMMENDATIONS BASED ON A THOROUGH NEEDS ASSESSMENT		\$
TOTAL		\$

HOURLY RATES FEE SCHEDULE

Please state the firm fixed hourly rates and list the position title for each project team member (e.g., Project Manager - \$140. Project Consultant - \$125, Research/Support Staff - \$85.

TITLE	HOURLY RATE (\$)

TITLE	HOURLY RATE (\$)

(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEANCE WITH THE INDICATED STATEMENTS)

- ☐ The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.
- ☐ The Proposal provided reflects any additional addendum(s) issued with respect to this RFP.
- ☐ My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Meniffee, pertaining to any and all work or services to be performed as a result of this request and any resulting Agreement/Contract with the City.

ACCEPTANCE OF PROPOSED AGREEMENT/CONTRACT:

- ☐ Submittal of this proposal indicates we have reviewed the proposed written agreement (Exhibit C) and if selected would accept all terms of the proposed agreement. Proposer, in submitting a response to this RFP, warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

 Company Name

 Address

 City

 State

 Zip Code

(____) _____ (____) _____
Telephone Number Fax Number

Company Type:

- ☐ Corporation ☐ Partnership ☐ Trust/Estate ☐ Limited Liability Company (LLC)
☐ Individual/Sole Proprietor or single member LLC ☐ Other: _____

Signed By

Print Name Title

ATTACHMENT B: INSURANCE REQUIREMENTS

CONTRACTORS AND/OR CONSULTANTS TO THE CITY OF MENIFEE (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			Each Occurrence	Aggregate
YES	WORKER'S COMPENSATION	Statutory	\$1,000,000	\$1,000,000
		Statutory	\$1,000,000	\$1,000,000
YES	EMPLOYER'S LIABILITY			
		GENERAL LIABILITY		
		Bodily Injury	\$1,000,000	\$2,000,000
		Property Damage	\$1,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	Bodily Injury & Damage Combined	\$1,000,000	\$2,000,000
		Bodily Injury	\$1,000,000	\$1,000,000
		Each Person	\$1,000,000	\$1,000,000
		Each Occurrence	\$1,000,000	\$1,000,000
		Property Damage	\$1,000,000	\$1,000,000
		Bodily Damage and Property Damage, Combined	\$1,000,000	\$1,000,000
YES	ADDITIONALLY INSURED			
		THE CITY OF MENIFEE IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCILMEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.		

INSURANCE COVERAGE:

- ❖ A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- ❖ A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY
- ❖ DEDUCTIBLE AMOUNTS IN EXCESS OF \$25,000 REQUIRE CITY'S PRIOR APPROVAL.

INSURANCE CERTIFICATES:

- ❖ CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- ❖ UPDATED INSURANCE CERTIFICATES, AS NEEDED, MUST BE RE-SUBMITTED PERIODICALLY DURING THE PERIOD UNDER CONTRACT, INCLUDING ORIGINAL CONTRACT TERM AND ANY ADDITIONAL TERM EXTENSIONS.

ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

- ❖ PRIMARY COVERAGE: WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.
- ❖ CROSS LIABILITY: THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.
- ❖ NOTICE OF CANCELLATION:
IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

DEPARTMENT OF FINANCE
CITY OF MENIFEE
29844 HAUN ROAD
MENIFEE, CA 92586

ATTACHMENT B.1: ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO PROVIDE COVERAGES SPECIFIED

I, _____ (Print Name), the

(President; Secretary; Owner or Representative) of the

(Company Name or Corporation, or
Owner), certify that the Insurance Requirements set forth in Attachment B and the Proposed
Agreement have been read and understood that our insurance company(ies)

(Name(s) of insurance company(ies)) (is/are) able to
provide the coverages specified.

Signature of President, Secretary, Partner, Owner or Representative

Date

ATTACHMENT C: CERTIFICATION OF NON-COLLUSION

Made to: City of Meniffee

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- (1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and
- (2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Printed Name and Title

Signature

Name of Firm/Company/Corporation

Telephone Number

Street Address

City, State, Zip

Email Address

Date

ATTACHMENT D: PREVIOUS CONTRACT PERFORMANCE & LITIGATION STATEMENT

The City will evaluate the facts and may, at its sole discretion, reject Proposer's response if the facts discovered indicate that completion of a contract resulting from this Request for Proposal may be jeopardized by the selection of Proposer. If no such terminations for default have been experienced by Proposer in the last five years, so indicate. The City shall reject any Proposer's response if it discovers any contract terminations within the stated period that were not disclosed.

PREVIOUS CONTRACT PERFORMANCE:

- a) Submit details of all terminations for default experienced by Proposer during the past three (3) years including the other party's name, address and telephone number. Termination for default is defined as a notice to stop performance due to Proposer's nonperformance or poor performance and the issue was either (a) not litigated or (b) litigated and such litigation determined Proposer to be in default. Present a description of the facts surrounding each incident and include Proposer's position on the matter. Exclude garnishments and similar routine matters that do not affect contract performance. Indicate whether or not the Proposer or principals have ever been suspended or debarred by any government agency. State "NONE," if none. Use additional sheets as necessary.

- a) Indicate whether or not the Proposer or principals have ever been involved in any kind of bankruptcy proceedings. Give a summary of all proceedings and provide a listing of all significant outstanding claims or judgments. State "NONE," if none. Use additional sheets as necessary.

LITIGATION HISTORY:

Check One:

- ☐ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

EXHIBIT A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective this ____ day of _____, 2021 ("Effective Date") by and between the CITY OF MENIFEE, a California municipal corporation, ("City") and , a ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "Party" and collectively as the "Parties."

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the "Services"). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on and shall end on unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City's right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19

pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

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

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

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

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

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

2.3 Final Payment. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

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

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001.

Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

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

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

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

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased.

d. Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses

and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

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

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

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims,

where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and

467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

SECTION 8. TERMINATION AND MODIFICATION.

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

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

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

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares

or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 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, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and 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.

9.3 Consultant’s Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys’ Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees and expenses including costs, in addition to

any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of 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.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, , ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

Attn:

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road

Menifee, CA 92586
Attn: ,

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

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

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on

account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

Attest:

Sarah A. Manwaring, City Clerk

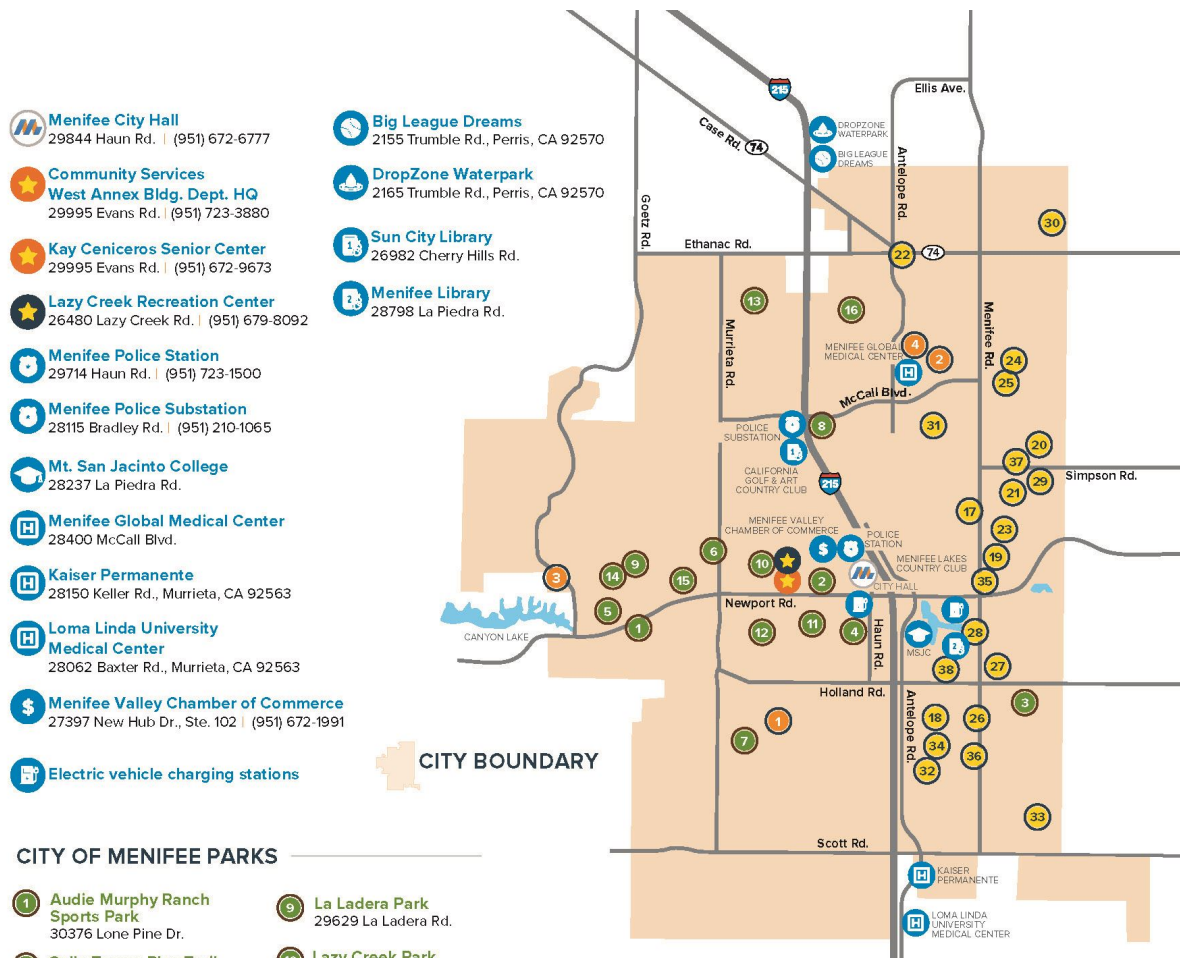
Approved as to Form:

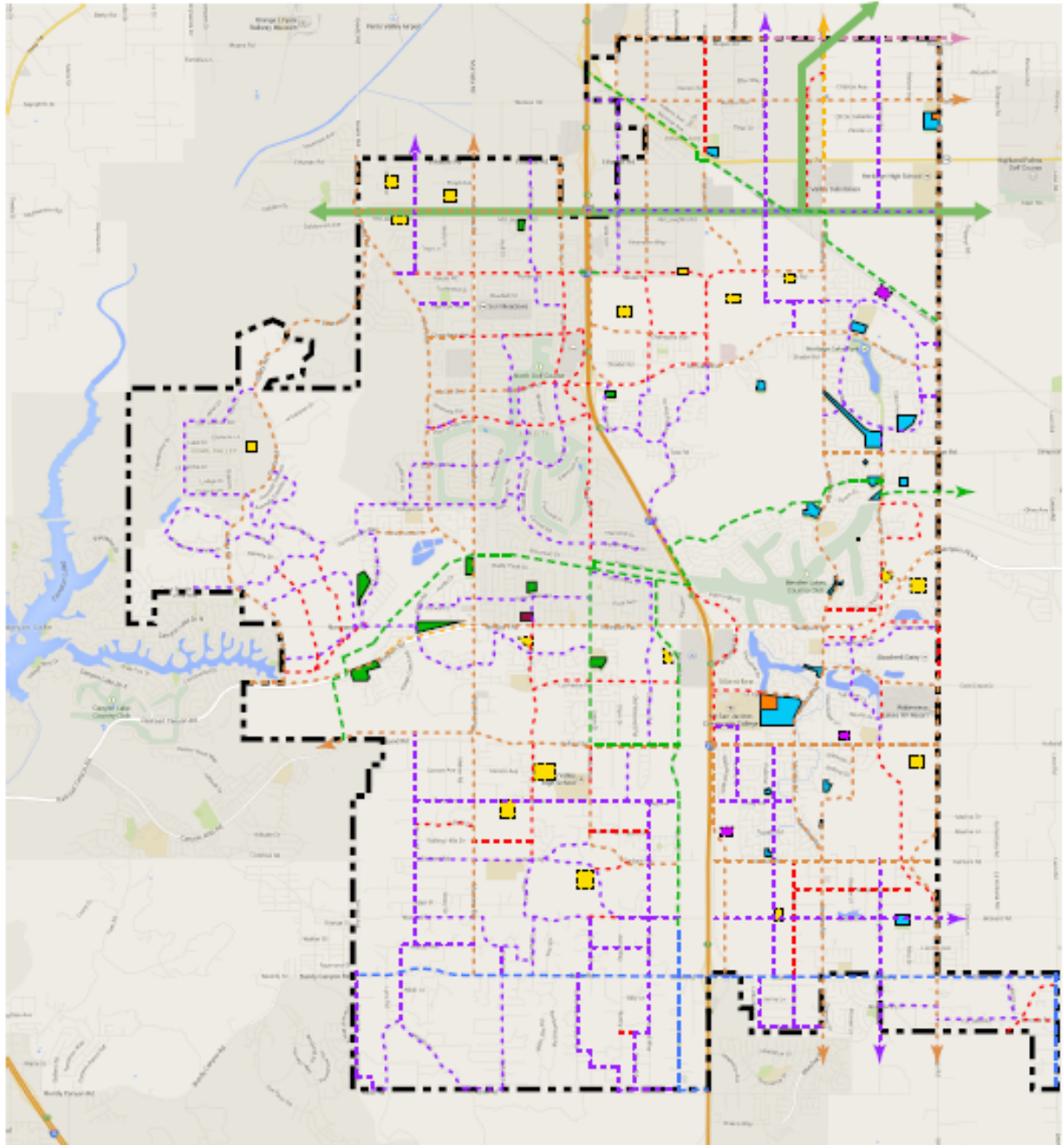
Jeffrey T. Melching, City Attorney

[Note: 2 officer's signatures required if
Consultant is a corporation, unless provided
with a certificate of secretary in-lieu]

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B: EXISTING PARK & TRAIL SITES MAP





LEGEND

TRAILS

- Regional Trail - Class I
(Includes C4 Subregional Route - Off-Road Bike Trail Class I, C4 Community Off-Road Bike Trail, and Landscape Standards Regional Trail)
- Regional Bike Lane - Class II
(Includes C4 Subregional - On-Street Bike Lane Class II)
- Community Bike Lane - Class II
(Includes C4 Community On-Street NEV/Bike Lanes Class II, and Community On-Street Bike Lane, Class II)
- Community Bike Lane - Class III
(Includes C4 Class III Bike Routes)
- Community Trail - Hiking, Biking & Equestrian
(Includes C4 Community Hiking/Biking Trail Opportunity)

TRAIL OPPORTUNITIES

- <--> Public Utility Corridor

PARKS & FACILITIES

- City Parks
- City Facilities
- City Parks in Progress
- VWRPD Parks
- VWRPD Facilities
- VWRPD Parks in Progress

EXHIBIT C: PARKS MASTER PLAN & RELATED CITY DOCUMENTS

Please find the Parks Master Plan by clicking the following link:

[Parks, Trails, Open Space and Recreation Master Plan Report](#)

[City of Menifee General Plan](#)

[City Council Strategic Visioning Plan](#)

[Fiscal Year 2021/22 Annual Budget \(Adopted\)](#)

[Capital Improvement Program FY 2021-2026](#)

[Community Services Design Standards](#)