

# **Request for Proposals**

## **Marquee Signs Upgrades**

**Release Date:** October 23 2019

**Submittal Deadline:** November 6, 2019

## 1.0 Overview

This is a solicitation proposals for design-build services to prepare conceptual plans; construction cost estimates, drawings & specifications; and to provide all required architecture upgrades to the existing signs, installation of new marquee display and adjacent uplighting improvements at Morgan Park and Baldwin Park Teen Center. The new marquee signs design shall include high resolution display, decorative cap, stacked stone veneer, re-stucco of existing structure, metal letters, and accent lighting.

Provide a schedule identifying milestones for the major tasks in the design and construction of the project, beginning with the Notice to Proceed. The City is seeking a quick time frame for design and construction. It is intended that the project be meet the following schedule.

<b>Task</b>	<b>Description</b>	<b>Due Date</b>
1	RFP Submittal	November 6, 2019
2	Award of Design-Build Contract	December 4, 2019
3	Notice to Proceed	December 10, 2019
4	Construction Completion	February 28, 2020

## 2.0 Background

Incorporated in 1956, the City of Baldwin Park is located approximately 17 miles east of downtown Los Angeles and is bisected by the I-10 San Bernardino Freeway along the southern part of the City. The intersection of the I-10 and I-605 freeways lie near the southwest boundary of this 6.8 square mile City. Although Baldwin Park is predominantly a residential bedroom community, recent efforts have placed a greater emphasis on promoting the City's Downtown area, commercial and industrial land uses. The City is a full-service general law city that operates under the Council- Chief Executive Officer form of government, and provides a full range of municipal services including police and fire services as well as street maintenance and repair, building and engineering, planning and parks and recreation activities. The City offers five parks, five community centers, a teen center and skatepark, an aquatic center and a county operated library. The City consists of 7 departments.

## 3.0 General Requirements

- 3.0 All Consultant and/or Contractors are bound by the deadline requirements of this RFP.
- 3.1 Consultant and/or Contractors electing to respond to this RFP are responsible for all costs incurred in the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City of Baldwin Park is not liable for any costs incurred by the Consultant and/or Contractor in response to this RFP and the Consultant and/or Contractor, including all related parties, disclaims and voluntarily and knowingly waives any and all rights to reimbursement for any such costs.
- 3.2 Late proposals will not be considered.
- 3.3 The City of Baldwin Park reserves the right to reject any or all responses or any portion thereof and to select the response(s) which, in its sole discretion, it judges to be in the best interest of the City.
- 3.4 The City of Baldwin Park reserves the right to cancel or modify this RFP. There is no

guarantee that the City of Baldwin Park will place the requested service under contract.

- 3.5 The City of Baldwin Park reserves the right to investigate the qualifications of any Consultant and/or Contractor under consideration including proposed subcontractors and parties otherwise related to the Consultant and/or Contractor and require confirmation of information furnished by a Consultant and/or Contractor, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.
- 3.6 The City of Baldwin Park reserves the right to disclose information contained in proposals to the public, subject to confidentiality statutes.
- 3.7 The City of Baldwin Park reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.
- 3.8 The City of Baldwin Park reserves the right to evaluate responses in terms of the best interests of the cities, applying criteria provided in this RFP and any other criteria the City of Baldwin Park, in its sole discretion, deems pertinent.
- 3.9 The City of Baldwin Park reserves the right to accept other than the lowest cost proposal based upon an evaluation of all aspects of the response.
- 3.10 By the submission of a proposal, each Consultant and/or Contractor accepts and agrees to execute a written agreement.
- 3.11 All responses must remain valid for a minimum period of ninety (90) days after the response due date. Responses may not be modified or withdrawn by the Consultant and/or Contractor during this period of time except in accordance with this RFP and with written permission granted by the City of Baldwin Park.
- 3.12 Consultant and/or Contractors may withdraw their proposal prior to the date and time set for receipt of proposals provided a written request is submitted to the City of Baldwin Park prior to the date and time set for receipt of proposals.

#### **4.0 Questions and Addenda**

- 4.1 If it becomes necessary to revise any part of this RFP, an amendment will be posted on the City of Baldwin Park website at [www.baldwinpark.com](http://www.baldwinpark.com), no later than Wednesday, October 30, 2019. It shall be the sole responsibility of the Consultant and/or Contractor to check for any amendments to the RFP that may be issued by the City of Baldwin Park.
- 4.2 All questions or requests for clarification shall be submitted via email to:

John Beshay, Engineering Manager

[Jbeshay@baldwinpark.com](mailto:Jbeshay@baldwinpark.com)

By 5:00pm Wednesday October 30, 2019

- 4.2.1 Questions by telephone will not be accepted or answered. Email only.
- 4.2.2 Please indicate “Design-Build for Marquee Signs RFP—Questions” in the subject line.

4.2.3 All questions received by this deadline will be answered by email on Wednesday October 30, 2019.

4.2.4 No questions will be accepted or responded to after the deadline.

## **5.0 Submittal of Proposals**

5.1 Submissions must be for the entire scope of services outlines in this RFP. Incomplete RFPs will not be considered. **Three (3) bound and sealed copies and 1 electronic copy (flash drive is preferred method, emails not accepted)** are to be submitted to the Office of the City Clerk no later than **4:00 p.m. on Thursday, November 6, 2019**. Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted. RFP shall be submitted and addressed as follows:

### **U.S. Mail / In-person or Courier Service:**

City of Baldwin Park  
Office of the City Clerk, 3<sup>rd</sup> Floor  
ATTN: Ron Garcia, Engineering Manager  
14403 E. Pacific Avenue  
Baldwin Park, CA 91706

5.2 After the due date of the proposals, a Consultant and/or Contractor may not correct, modify, or withdraw the price or any other provision of its response in a manner prejudicial to the interests of the City of Baldwin Park or fair competition. The City of Baldwin Park may waive minor informalities or allow the Consultant and/or Contractor to correct them.

## **6.0 Consultant and/or Contractor's Responsibilities**

6.1 It is presumed that each Consultant and/or Contractor has read and is thoroughly familiar with the scope of services to be performed under this RFP.

6.2 The Consultant and/or Contractor agrees that, if a contract is executed with the City of Baldwin Park, the Consultant and/or Contractor shall make no claim against the City of Baldwin Park because of any estimate or statement made by any employees, agents, or Consultant and/or Contractors of the City of Baldwin Park which may prove to be erroneous in any respect.

## **7.0 Scope of Service**

The City of Baldwin Park requires the services of a professional architecture/engineering and construction firm to provide the technical design and construction for the aforementioned project areas under Section I.

- I. The professional architecture/engineering Consultant and/or Contractor firm shall prepare construction plans, specifications and estimates (PS&E) for the project. The proposal shall identify tasks to be included as part of the project. At a minimum, these tasks shall include:

- A. Meet with the City staff prior to the beginning of work to discuss background, scope, objectives, and other pertinent details of the project. The Consultant and/or Contractor shall attend periodic meetings with City staff at various stages of the project as needed.
- B. Perform a complete field review and inventory of repairs required and review all existing field conditions and information pertaining to this project. Provide a report of findings to the City.
- C. Conduct a utility search for all utilities within the project limits. Review the location of existing utilities, surface and subsurface structures and proposed improvements. If the proposed improvements interfere with existing utilities, the Consultant and/or Contractor shall arrange to have potholes taken by the utility company. The Consultant and/or Contractor shall provide the City copies of all utility correspondence with the completed construction document submittal. Preliminary utility Notice and final utility notice are required for the proposed projects.
- D. The Consultant and/or Contractor shall prepare complete sets of plans and specifications for the project. The bid specifications shall be submitted via e-mail in Microsoft Word format. The Consultant and/or Contractor will be required to prepare the entire specification document using the City's standard boilerplate that is edited accordingly for the project. The Consultant and/or Contractor shall prepare and submit a cost estimate in tabular form for each construction item showing quantity, unit price and total cost.
- E. It is the City's intention to use the Standard Specifications for Public Works Construction (latest edition) and the Standard Plans for Public Works Construction (latest edition), in conjunction with the City standard specifications and plans. The Consultant and/or Contractor shall provide copies of referenced standard plans from other sources.
- F. Revise and/or change plans and related materials as required as a result of review of the signed plans by affected utilities or because of errors or omissions in the plans and specifications. Such revisions shall be completed in a timely manner so as to avoid or minimize construction delays and shall not result in any increase in compensation from the City.
- G. The Consultant and/or Contractor shall provide technical assistance to staff and clarification to bidders should any questions arise during the bidding period. Should any changes be required to the plans and/or specifications during this phase, the Consultant and/or Contractor shall make the necessary changes and provide those changes in the specifications or plans in a timely manner so that the City can issue an addendum.

## 8.0 Proposal Response Format

The proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. RFP that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all RFP submitted. The proposal should contain the sections in the order indicated below.

### 1. Introductory letter

Please include a brief introductory letter, addressed to:

John Beshay, Engineering Manager  
14403 E. Pacific Avenue  
Baldwin Park, CA 91706

### 2. Description of the Firm and Qualifications

Include information covering all of the following:

- a. Number of years the firm(s) has been in business.
- b. Types of services that your firm is particularly qualified to perform. Generally describe the scope of services that can be provided by your firm without the use of outside Consultant and/or Contractors.
- c. A brief description of your firm’s overall organization, areas of practice, and current staffing levels.
- d. The name of the lead person(s) who will be the primary liaison with the City. Include staff résumés for individuals who are expected to participate in the environmental review process and discuss each individual’s potential role in the process.
- e. Description of the organization and expertise of subconsultant and/or Subcontractors that you have typically used over the past five years, particularly for traffic reports, and identification of the tasks typically assigned to subconsultant and/or Subcontractors.
- f. Description of Negative and/or Mitigated Negative Declaration, EIRs, and exemptions completed for other cities or public or private industries over the past 5 years. *Do not include EIRs that were managed or primarily written by staff members who are no longer with your firm.*
- g. A list of at least **three (3)** clients using the same service being proposed, with names, addresses, and telephone numbers. A survey of references will be made to determine, among other things, the supplier’s success in meeting the needs of the contracting agency in a timely manner and within budget.
- h. Fee schedule of staff.
- i. Other information that may aid the City in reviewing your qualifications.

## 9.0 Selection Process

1. **Proposal Review:** Proposals from firms will be evaluated by the City. The best-qualified firms may be invited to participate in an interview.

2. **Selection Process:** Those firms found most qualified may be invited to an interview, or may be recommended directly to the City Council for consideration. Nothing in this RFP implies a contractual obligation for employment.
3. **Professional Services Agreement:** Upon identification of a preferred provider, the Engineering Manager will provide an Agreement for Consultant and/or Contractor Services subject to negotiation of precise work, amount and terms of payment, and other City requirements. The term of Agreement is anticipated to be for three years. The Consultant and/or Contractor will be required to sign the Consultant and/or Contractor Services Agreement.
4. **Contract Approval and Execution:** The Agreement will be presented to the City Council for approval, and upon approval the Engineering Manager will execute the Agreement.

## **10.0 Evaluation**

As part of the evaluation process, the City may conduct interviews with those Consultant and/or Contractors whose proposal and qualifications are deemed to most closely match the requirements of the RFP. Alternatively, the City may elect not to conduct interviews and to select a Consultant and/or Contractor based solely upon the strength of the written proposal. If the City elects to hold interviews, additional information about the interview process will be sent separately to those Consultant and/or Contractors selected for an interview.

The City will negotiate a contract with the most qualified firm with compensation that the City determines is fair and reasonable based upon the scope of work. Fee RFP from competing Consultant and/or Contractors may be used to assist City staff in determining a fair and reasonable compensation.

The City reserves the right to reject any and all proposals solely at their discretion.

## **11.0 Ethics in Public Contracting**

Each consulting entity, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that it was made without fraud; that it has not offered or received any kickbacks or inducements from any other entity in connection with this RFP. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Baldwin Park.

## **12.0 Proprietary Information**

The proposals received shall become the property of the City of Baldwin Park and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who wish to have such information maintained confidentially shall be responsible for advancing all reasonable attorney's fees and costs associated with disputes that may arise respecting whether records are subject to disclosure.

### **13.0 Solicitation of Proposal Only**

Nothing contained herein shall be deemed as a binding offer or commitment by the City, its officers, agents, employees, or related parties. Each party or parties responding to this RFP do acknowledge that they are not guaranteed that they will be selected as the Consultant and/or Contractor or offered an opportunity to provide the requested services.

### **14.0 Rejection of Submission of Proposals**

The proposal request does not commit the City of Baldwin Park to award any contract. The City reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposals or in the proposal procedures, and to be the final judge as to which is the responsible, qualified proposal. Any proposal which contains items not specified, items which are incorrect, which does not complete all the items scheduled or does not respond to items in the manner specified in this request may be considered non-responsive and may be rejected on these bases in the sole discretion of the City. Proposals offering less than 90 days for acceptance from the proposed closing date may be considered non-responsive and may be rejected. Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City of Baldwin Park, or that no proposal was deemed acceptable.

### **15.0 Letters of Objection**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, he/she shall notify the City of Baldwin Park in writing not less than ten (10) days before the date of opening. Inquiries concerning this RFP should be submitted in writing to Ron Garcia, Engineering Manager, and the envelope should be marked "CEQA Environmental Services". Inquiries are to state the page and applicable RFP section(s) or paragraph number(s) to which the question(s) pertain. Clarification shall be given by written notice to all proposers. The RFP and all subsequent modifications are hereby designated as the sole reference and authority for the preparation of proposals and take precedence over any and all information related to the acquisition obtained from any source either by verbal or written communications.

### **16.0 Public Information**

Except for proprietary information, clearly designated, all materials received relative to this request will become public information and be available for inspection as provided under the public records act (Government Code, Section 6200, et seq.). The City reserves the right to retain all proposals submitted, whether the proposal was selected or judged to be non-responsive.

### **17.0 Proposal Validity Period**

Submitted proposals shall be valid for at least ninety (90) days from the date of submission.

### **18.0 News Releases**

The proposer shall not make news releases pertaining to an award resulting from proposals made in response to the request without the prior written approval of the City of Baldwin Park. In addition, the successful proposer must agree not to release any advertising copy mentioning the City of Baldwin Park or quoting the opinion of any City employee without written approval by the City of Baldwin Park.



## **19.0 Conflict of Interest**

Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of Baldwin Park may not accept gratuities, entertainment, meals, or anything of value whatsoever from current or potential proposers. The offer of such gratuity to an employee of the city shall be cause for declaring such supplier to be an irresponsible proposer and preventing the firm from responding to this RFP.

## **19.0 Insurance**

Proof of insurance requirements addressed in the professional services agreement of this Request for Proposal shall be submitted by the selected Consultant and/or Contractor upon execution of the original contract for submittal to the City Council.

All proposers shall submit a “Statement Certifying Insurance Coverage” certifying that the required insurance coverage will be obtained by the Consultant and/or Contractor, and that the Consultant and/or Contractor understands said coverage is prerequisite for entering into an agreement with the City. The Consultant and/or Contractor and/or Contractor is required to confirm with its insurance carrier that it can meet all the requirements for insurance. Failure to meet the insurance regulations as set forth shall result in the Consultant and/or Contractor and/or Contractor’s disqualification.

Attachment A: Design- Build Agreement Draft

## DESIGN BUILD AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ by and between the City of Baldwin Park, ("City"), and \_\_\_\_\_ ("Consultant").

In consideration of the following mutual covenants, provisions and agreements, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Consultant agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Exhibit "A" (the "Services")

2. COMPENSATION. City shall pay Consultant for the Services pursuant to the terms of this Agreement and the schedule and milestones set forth in Exhibit B at a not-to-exceed compensation amount of \$\_\_\_\_\_.

3. TIME FOR PERFORMANCE. Consultant shall perform the services above described in a timely manner in accordance with the professional standard practices and pursuant to the schedule set forth in Exhibit B. In the event that Consultant's performance of Services is delayed for any reason, City may elect to extend this Agreement on a month-to-month basis. Unless otherwise agreed by the Parties, such extensions shall not entitle Consultant to any further compensation.

4. AUDIT OR EXAMINATION. Consultant shall keep all records of funds received from City and make them accessible for audit or examination for a period of three years after final payments are issued and other pending matters.

5. STATUS OF CONSULTANT. Consultant shall provide all necessary personnel, equipment and material, at its sole expense, in order to perform the services required of it pursuant to this Agreement. For the purpose of this Agreement, Consultant shall be deemed, for all purposes, an independent contractor and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for other entities while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties, therefore, which may become due as a result of services performed hereunder.

6. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City is prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.

7. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the Services provided herein. However, the City acknowledges and agrees that any services provided by Consultant will be unique to Consultant and City will not take Consultant's work product or any portion thereof to be completed, fabricated, installed, or otherwise used in any way without specific written permission from Consultant.

8. COMPLIANCE WITH LAW. Contract services shall be provided in accordance with the applicable laws and regulations of all governmental agencies that are in force at the time services are performed. Consultant shall be responsible for becoming aware of and staying abreast of all such laws and ensuring that all services provided hereunder conform to such laws. However, City shall inform Consultant of any specific rules or permitting requirements that may impact Consultant's services or delivery of work product. The terms of this Agreement shall be interpreted according to the laws of the State of California.

9. LIABILITY. Consultant shall indemnify, and hold harmless City, its officials, officers, and employees against any and all actions, claims, damages, liabilities, losses or expenses of whatsoever kind, name or nature, including

legal costs and reasonable attorneys' fees, whether or not suit is actually filed, and any judgment rendered against City and/or its officials, officers, or employees that may be asserted or claimed by any person, firm, or entity arising out of Consultants' negligent performance, or the negligent performance of its agents, employees, subcontractors, or invitees, as well as, negligent acts or omissions of Consultant, its agents, employees, subcontractors or invitees, however, this indemnity clause shall not apply if there is concurrent passive or active negligence on the part of City, or its officials, officers, agents or employees.

10. INSURANCE. Consultant shall maintain insurance coverage in accordance with the following during the course of its performance hereunder:

- (A) **Comprehensive General Liability Insurance** (including premises and operations, contractual liability, personal injury and independent Consultants' liability) with the following minimum limits of liability:
  - (1) Personal or Bodily Injury -- **\$1,000,000**, single limit, per occurrence; and
  - (2) Property Damage -- \$1,000,000, single limit, per occurrence; or
  - (3) Combined single limits -- \$2,000,000.
- (B) **Comprehensive Automobile Liability Insurance** including as applicable own, hired and non-owned automobiles with the following minimum limits of liability:
  - (1) Personal or Bodily Injury -- \$1,000,000, single limit, per occurrence; and
  - (2) Property Damage -- \$1,000,000, single limit, per occurrence; or
  - (3) Combined single limits -- \$2,000,000.
- (D) **Worker's Compensation Insurance** that complies with the minimum statutory requirements of the State of California.
- (E) Prior to commencement of services hereunder, Consultant shall provide City with a certificate of Insurance reflecting the above, and an endorsement for each policy of insurance which shall provide:
  - (1) The City, and its officials, officers, agents and employees are named as additional insured (with the exception of Worker's Compensation);
  - (2) The coverage provided shall be primary (with the exception of Worker's Compensation) as respects to City, its officials, officers, agents or employees; moreover, any insurance or self-insurance maintained by City or its officials, officers, agents or employees shall be in excess of Consultants' insurance and not contributed with it.
  - (3) The insurer shall provide at least thirty (30) days prior written notice to City of cancellation or of any material change in coverage before such change or cancellation becomes effective.
- (F) With respect to Workers' Compensation Insurance, the insurer shall agree to waive all rights of subrogation against City and City personnel for losses arising from work performed by Consultant for City, and the insurer's agreement in this regard shall be reflected in the Workers' Compensation Insurance endorsement.

11. OWNERSHIP OF DOCUMENTS. All of the documents required to be prepared pursuant hereto shall, upon the completion thereof, be deemed for all purposes to be the property of City. City's ownership of documents includes any and all analysis, computations, plans, correspondence and/or other pertinent data, information, documents, and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, but specifically excludes any and all intellectual property rights to these documents and other material. Such work product shall be transmitted to City within ten (10) days after a written request therefore. Consultant may retain copies of such products. Any re-use by City shall be at the sole risk of City and without liability to Consultant. Any reuse by City shall be for informational purposes only and cannot be used to create or provide any of the Services listed in Exhibit A

12. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents,

proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

13. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.

14. CONFLICT OF INTEREST. Consultant agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflict of interest.

15. POLITICAL ACTIVITY/LOBBYING CERTIFICATION. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

16. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty (30) days written notice.

17. EFFECT OF TERMINATION. Upon termination as stated in Paragraph "16" of this Agreement, City shall be liable to Consultant only for work performed and expenditures made in the course of rendering Services by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on proration of the compensation set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.

18. LITIGATION FEES. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid and/or incurred in good faith. "Prevailing Party" shall mean the party that obtains a favorable and final judgment. Should litigation occur, venue shall be in the Superior Court of Los Angeles County. This paragraph shall not apply and litigation fees shall not be awarded based on an order or otherwise final judgment that results from the parties' mutual settlement, arbitration, or mediation of the dispute.

19. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

20. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between the City and Consultant. No verbal agreement or implied covenant shall be held to vary the provisions of this agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.

21. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties.

22. DESIGNATED REPRESENTATIVES. The Consultant Representative (A) designated below shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. The City Representative (B) designated below shall act on the City's behalf as Project Manager.

(A) CONSULTANT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(B) City of Baldwin Park  
Att.: Sam Gutierrez  
14403 East Pacific Avenue

Baldwin Park, CA 91706  
(626) 960-4011 ex. 460

23 NOTICES. Notices pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notices shall be directed to City's Designated Representative identified in Paragraph "22" of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day first above written.

**CITY OF BALDWIN PARK**

By: \_\_\_\_\_  
Manuel Lozano, Mayor

Dated: \_\_\_\_\_

**CONSULTANT: merge conceptual design LLC**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Jean M. Ayala, City Clerk

Dated: \_\_\_\_\_

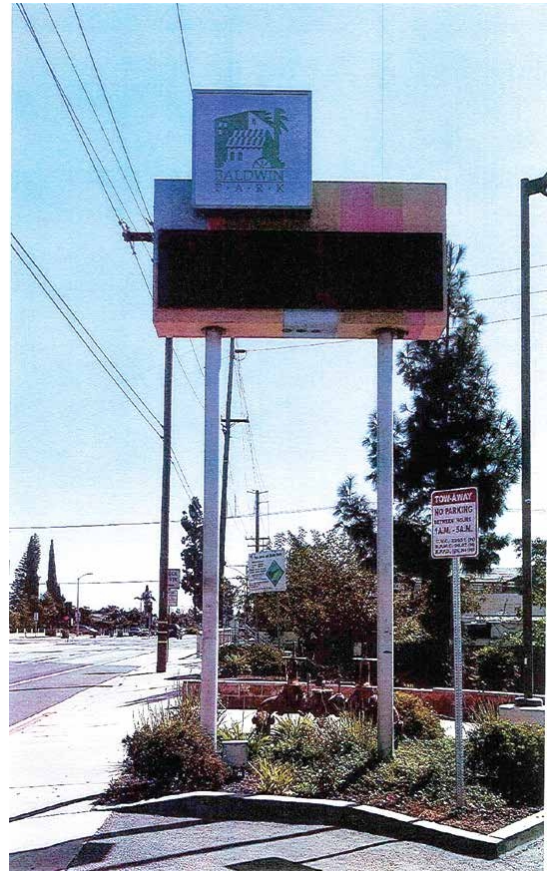
**Approved as to form:**

By: \_\_\_\_\_  
Robert Tafoya, City Attorney

Dated: \_\_\_\_\_



*Existing Marquee sign at Morgan Park*



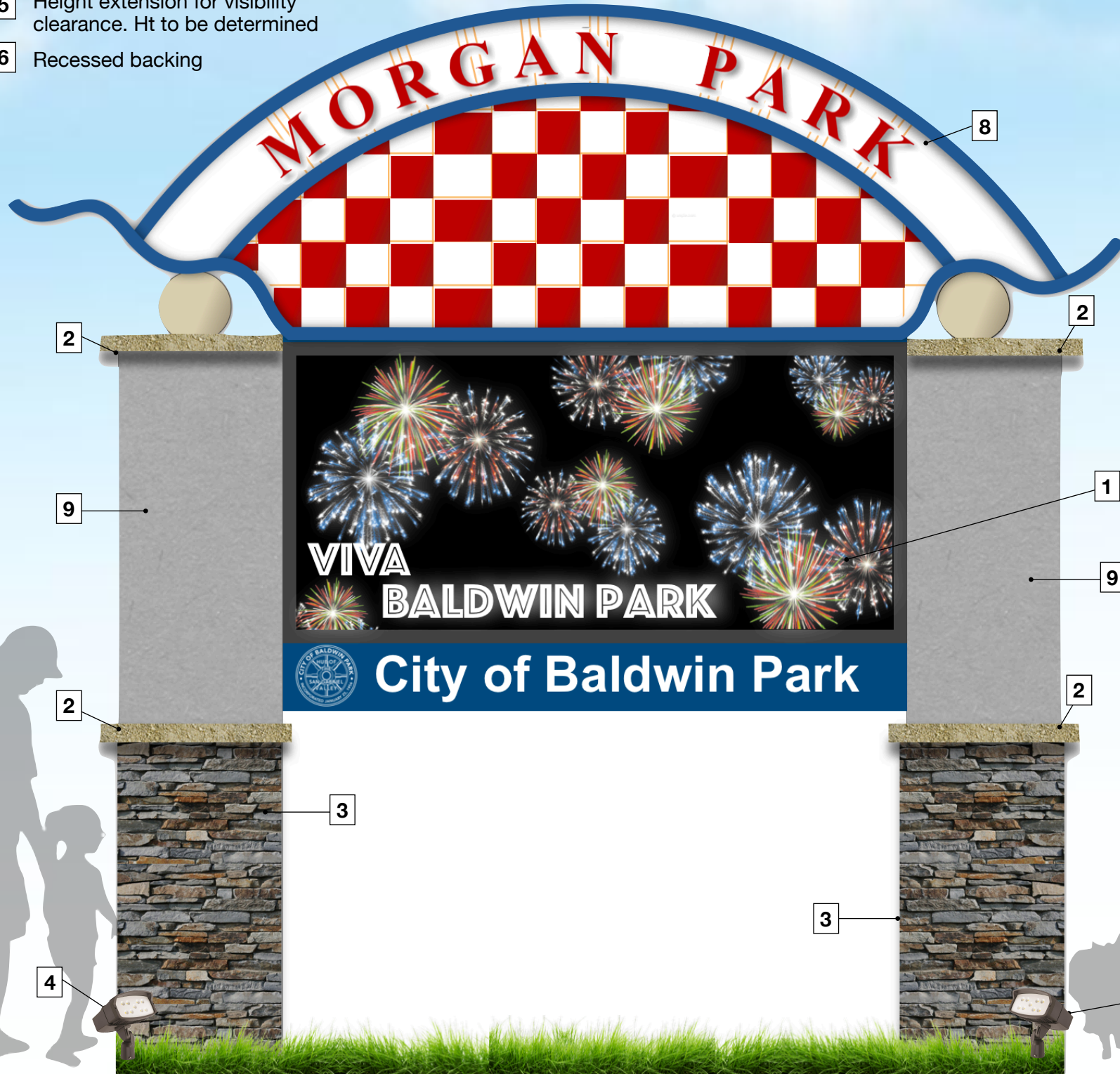
*Existing Marquee sign at Teen Center*



# Morgan Park and Teen Center

## Sign Concepts

- 1 Upgrade to High Resolution Display w/ custom housing
- 2 Decorative Cap
- 3 Base Clad w/ El Dorado "Slate Gray" Stacked Stone Facade
- 4 LED flood lighting
- 5 Height extension for visibility clearance. Ht to be determined
- 6 Recessed backing
- 7 Extruded Metal Lettering - Dark Bronze
- 8 Existing Structure - Protect in Place
- 9 Re-stucco existing structure



*Sample Only*

