

**REQUEST FOR PROPOSALS
FOR
CITY OF ONTARIO
FOR
DIGITAL MURAL DESIGN SERVICES**



**CITY OF ONTARIO
303 East "B" Street
Ontario, CA 91764-4196**

Telephone: (909) 395-2012



CITY OF ONTARIO

NOTICE INVITING PROPOSALS

DIGITAL MURAL DESIGN SERVICES FOR ANTHONY MUNOZ COMMUNITY CENTER

THEME: HONORING OUR COMMUNITY

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the City of Ontario (“City”) electronically through the City’s Community Life & Culture – Ontario Arts electronic mail address (OntarioArts@OntarioCA.gov), until 4PM, January 11, 2021. Proposals may not be submitted by fax, telephone, mail, hand delivery, or other means; any proposals received through any means other than the previously stated electronic mail address will be returned to the proposer unopened.

The City is requesting proposals to provide: Artistic digital design services for a street facing wall located on the intersection of 4th Street and North Camellia Avenue at the Anthony Munoz Community Center.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed agreement including the identified scope of services. The City reserves the right to reject any or all proposals determined not to be in the best interest of the City. **The City reserves the right to only review the first fifty (50) submissions received.**

**City of Ontario Purchasing Department
(909) 395-2012**

**CITY OF ONTARIO
REQUEST FOR PROPOSALS**

DIGITAL MURAL DESIGN SERVICES

I. BACKGROUND AND INTRODUCTION

The City of Ontario (“City”) is requesting proposals from qualified artists (“Proposers”) for Digital Mural Design Services (“Services”), which shall be provided under the general direction of the City Manager or his or her designee.

The City is a general law city in the State of California. The City’s population is estimated at 166,866 and the City’s current area covers approximately 50 square miles. The City operates under a council-manager form of government with a five-member City Council elected at large. Each council member serves a four-year term. The City Council meets on the first and third Tuesdays of the month at Ontario City Hall, 303 East “B” Street. To serve and promote the welfare of its residents, the City intends to procure the Services, as described below.

The City of Ontario is seeking a digital artist to create a site-specific original artwork for the new Anthony Munoz Community Center, located at 1240 W. 4th St., Ontario, CA. Please note that the City of Ontario has budgeted a total seven thousand five hundred dollars (\$7,500.00) for compensation toward the artist design.

Please see the description of the Community Center below from Robert R. Coffee Architect + Associates:

“Anchoring the southern edge of the Anthony Munoz Park in Ontario, the 13,000 SF single story community center includes a 2,500 SF multi-purpose room, teaching kitchen, two activity/classrooms, Tot Room with outdoor play area, administrative office space and a 25-yard recreation pool with an enclosed outdoor patio area. A series of steel and wood shade structures mimicking the ridge-line of the distant mountains provide a shaded seating and lounging area along the southern edge of the pool patio. The building is organized along an east-west sky-lit gallery connecting the pool area on the east with an open courtyard to the west. Located on the north side of the gallery, the multipurpose room opens to a large outdoor patio with immediate views of the park playing fields and distant views to the San Bernardino Mountains. The entry canopy to the building is punctuated by a series of “acrylic-disc-umbrellas” acting as indirect light sources at night and skylights during the day.”

II. REQUEST FOR PROPOSALS

A. Scope of Services

The Services sought under this Request for Proposals (“RFP”) are set forth in more detail in **Exhibit “A,”** attached hereto and incorporated herein by this reference. Notwithstanding the inclusion of such Services in **Exhibit “A”** the final scope of Services negotiated between City and the successful Proposer shall be set forth in the Agreement (“Agreement”) executed by and between City and the successful Proposer. A copy of the sample Agreement is attached hereto as **Exhibit “B”** and incorporated herein by this reference. Please note that the agreement is a sample for reference purposes only and may be modified with the selected Proposer after

notification of intent to award if necessary.

B. Content and Format of Proposal

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized in the order presented below. Proposals must include page numbers for all pages in the proposal. The proposal shall be uploaded (.pdf file) as an attachment(s) and submitted through the Community Life & Culture's electronic mail address (OntarioArts@OntarioCA.gov). The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

Proposals shall be in the following order and shall include:

1. Executive Summary: (limit: 1 page) Descriptive design narrative explaining your concept for the mural and how it builds upon the framework presented in this RFP.
2. Table of Contents: (limit: 1 page)
3. Identification of Proposer: (limit: 1 pages)
 - a. Legal name and address.
 - b. Name, title, address, e-mail and telephone number of the proposed representative to contact concerning the Proposal Submittal (if different from the Proposer).
4. Project Proposal: (limit: 4 pages)
 - a. Proposed Artwork: conceptual lay out that is sufficient to communicate the concept as requested on Exhibit "A" of this request for proposals. This should include detail and scale, additional sketches and images that provide a sense of the elements that will make this mural unique.
5. Staffing Resources: (limit: 1 pages)
 - a. Staffing and Key Personnel (if applicable)
 - (i) Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your capacity to provide additional personnel as needed.
6. Experience and Technical Competence: (limit: 7 pages)
 - a. Experience
 - (i) The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
 - (ii) Describe the past experience in performing similar services.

- (iii) The Proposer shall state the number of years it has performed similar projects.
- (iv) Provide three (3) references regarding the Proposer's experience and performance performing similar services. Include the following information: (1) Organization/City, contact name, phone number, e-mail address; and (2) project size and description, if applicable, and description of services.
- (v) Describe the Proposer's local experience and knowledge of City.
- (vi) Provide a resume: teams may submit a combined resume.
- (vii) Optional: can include up to three (3) selections of support materials such as reviews, clippings, website links and any other relevant information.

b. Project Specific Experience

- (i) The Proposer shall provide a portfolio of the five (5) most relevant projects. The portfolio should be submitted in digital form, and each name should include a title, date, media and dimensions. Furthermore, it should include:
 - (a) Dollar value of the project
 - (b) Description of project
 - (c) Staffing
 - (d) Duration of providing project
 - (e) Relationship to client
 - (f) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.
- (ii) If any of the following has occurred, please describe in detail:
 - (a) Failure to enter into a contract or professional services agreement once selected.
 - (b) Withdrawal of a proposal as a result of an error.
 - (c) Termination or failure to complete a contract.
 - (d) Debarment by any municipal, county, state, federal or local agency.

- (e) Involvement in litigation, arbitration or mediation. Convictions for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Knowing concealment of any deficiency in the performance of a prior contract.
- (f) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- (g) Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may, at the sole discretion of the City, be deemed to indicate an unsatisfactory record of performance.

c. Technical Competence

- (i) Description of in-house resources (i.e., computer capabilities, software applications, modem protocol, modeling programs, etc.)

7. Proposed Method to Accomplish the Work: (limit: 0.5 pages) Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, goals of the City, and general functions required. In reviewing the scope of Services and goals described in **Exhibit "A,"** the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

8. Litigation: (limit: 1 pages) Provide litigation history for any claims filed by you or against you related to the provision of Services in the last five (5) years.

9. Certification of Proposal: This section shall state:

"The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."

C. No Deviations from the RFP

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the sample Agreement and, in particular, the insurance and indemnification provisions therein.

D. Selection Process

1. The City will evaluate proposals based on the following criteria:

Criteria	Points
Portfolio: Quality of Past Work.	20
Concept Idea: Suitability and appropriateness of the design in relation to the materials to be used, scale, color and relation to location.	20
Promotes Theme: Stated in Description.	20
Originality of the Design	20
Community Relevance	20
Total Points	100

2. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

3. It is the City's intent to select a Proposer to perform the Services based on the above criteria. The City reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the City's research and investigation. Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable Agreement with the selected Proposer. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

E. Protests

1. Protest Contents: Proposer may protest a contract award if the Proposer believes that the award was inconsistent with City policy or this RFP is not in compliance with law. A protest must be filed in writing with the City (email is not acceptable) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 4PM of the fifth business day after notification of the contract award will be rejected by the City as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

2. City Review: The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will

constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

F. Proposal Schedule

The tentative schedule is as follows:

ACTION	DATE
Release of Request for Proposal	December 21, 2020
Last Day to Submit Questions for Clarification received by the City on or before 4PM	December 28, 2020
Clarifications Issued by City on or before 5PM	December 30, 2020
Deadline for Receipt of Proposals submitted on or before 4PM	January 11, 2021
Notification of Finalist(s)	January 12 - 15, 2021
Interview of Finalist(s) (if necessary)	January 19, 2021
Notification of Intent to Award	January 25, 2021

The above scheduled dates are tentative, and City retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind City to award a contract for the Services and City retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

G. Submittal Requirements

1. General: It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the City to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The City reserves the right to request additional information which, in the City’s opinion, is necessary to assure that the Proposer’s competence, number of qualified employees, business organization and financial resources are adequate to perform according to the Agreement.

2. Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer’s demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

3. Confidentiality of Proposal: Proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either City and the successful

Proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. The City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information") the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

4. Submittal Instructions.

The proposal must be received no later than 4PM local time, on or before January 11, 2021 through the City's Community Life & Culture electronic mail address: OntarioArts@OntarioCA.gov. It is solely the responsibility of Proposer to see that its proposal is properly submitted in proper form and prior to the stated closing time. City will not accept late proposals. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Proposers experiencing any technical difficulties with the proposal submission process may contact the Community Life & Culture Officer at 909-395-2222. The City does not make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

While proposals can consist of multiple PDF documents, they should all be submitted within a single electronic mail.

H. Miscellaneous

1. Amendments to RFP: The City reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

2. Non-Responsive Proposals: A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

3. Amendments to Proposals: Unless specifically requested by the City, no amendment, addendum or modification will be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to City prior to the deadline stated herein for receiving proposals.

4. Costs for Preparing: The City will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

5. Cancellation of RFP: City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

6. Price Validity: Prices provided by Proposers in response to this RFP are valid for 90 days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

7. No Commitment to Award: Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

8. Requests for Clarification: All requests for information and/or clarification must be sent via electronic mail to OntarioArts@OntarioCA.gov no later than 4PM, December 28, 2020. Answers to all questions will be issued to all prospective Proposers via e-mail. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing.

9. Right to Negotiate and/or Reject Proposals: City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public. The Proposers are encouraged to submit their best prices in their proposals, and City intends to negotiate only with the Proposer(s) whose proposal most closely meets City's requirements at the lowest estimated cost. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets City's requirements.

10. Non-Discrimination: The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

Publication Date of RFP: December 21, 2020

EXHIBIT “A”

PROPOSED SCOPE OF SERVICES

The Proposer selected will be responsible for developing and providing a scaled digital rendering of a design for a printed tile wall mural that will be installed at the newly constructed Anthony Munoz Community Center, in the City of Ontario, California.

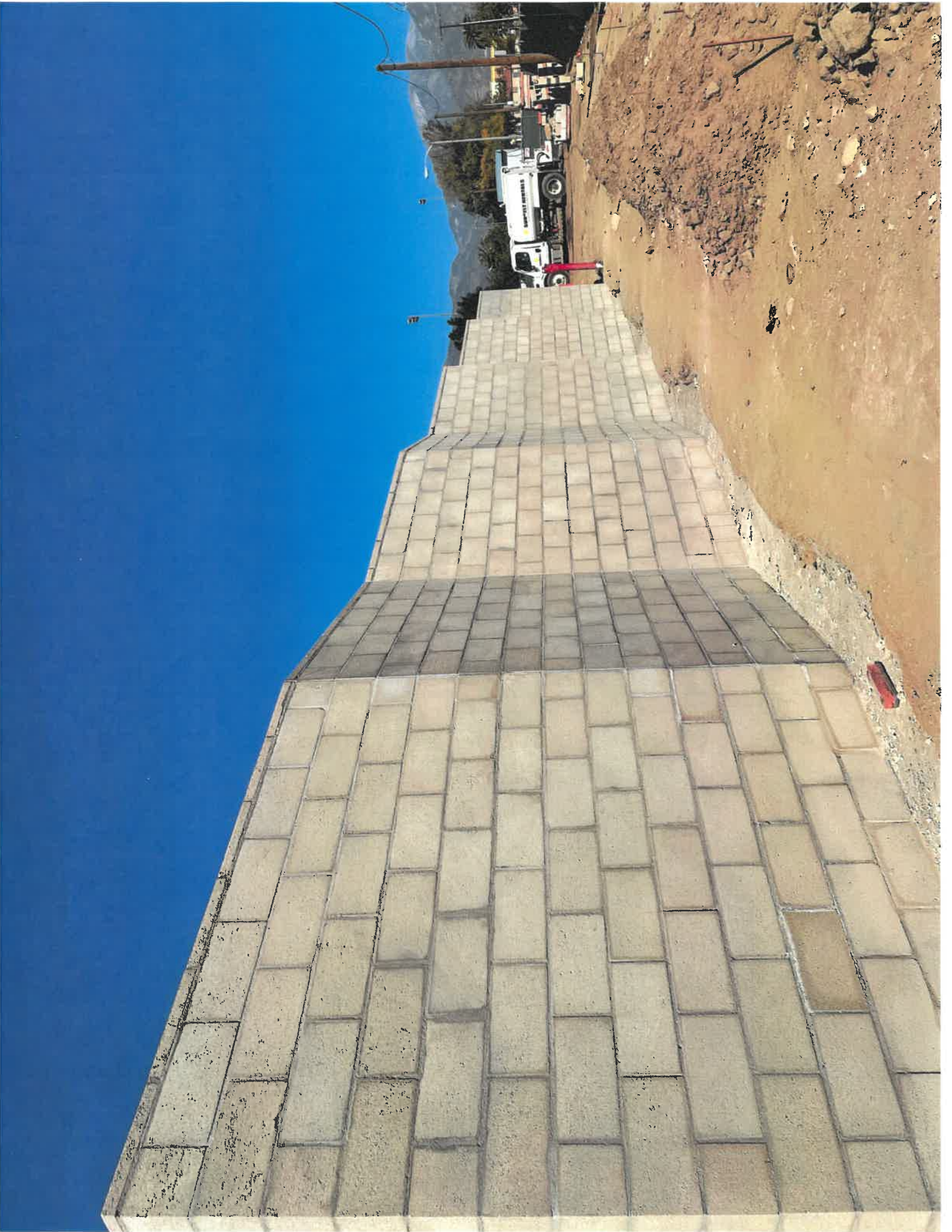
The size of the wall is: 7 feet 9 inches high x 72 feet long. Please see attached Art Wall Plan for further details and specifications. Please note that the mural will be located on a zig zag wall. Design will be printed on 8 x 8 inches tiles. Design file for the proposal and final submission should be submitted as an EPS or Illustrator file.

The parameters of the design shall be as follows:

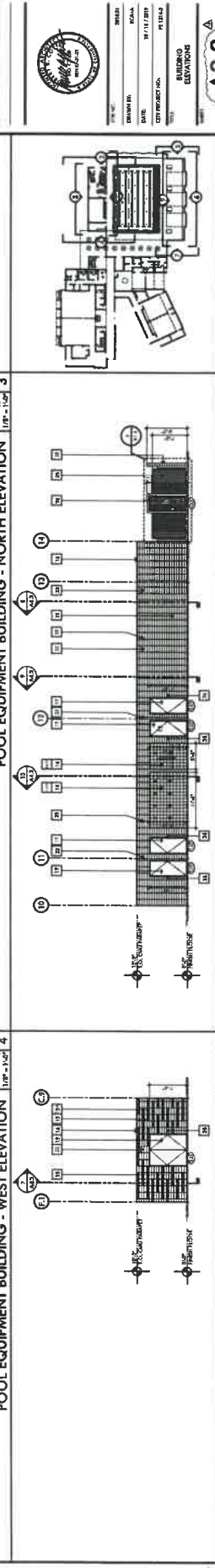
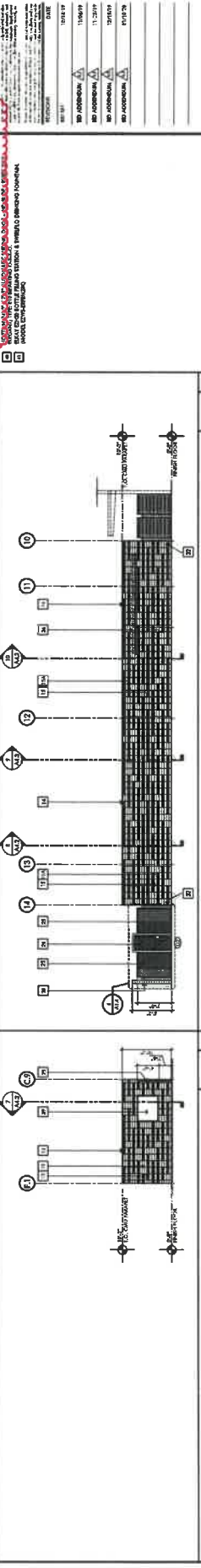
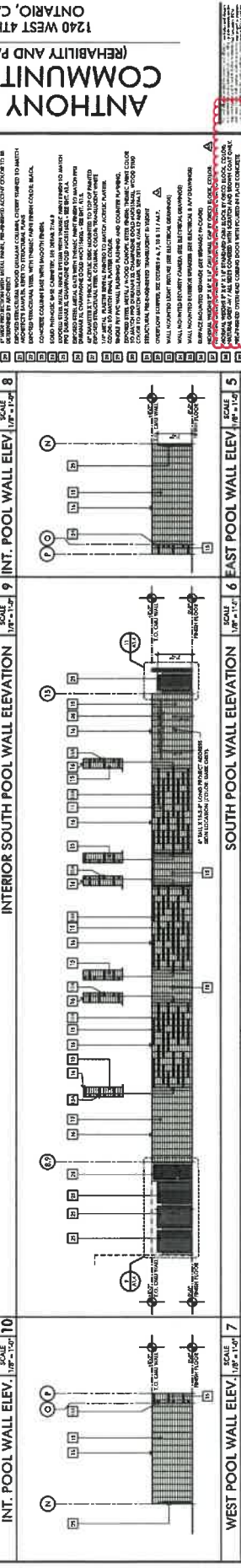
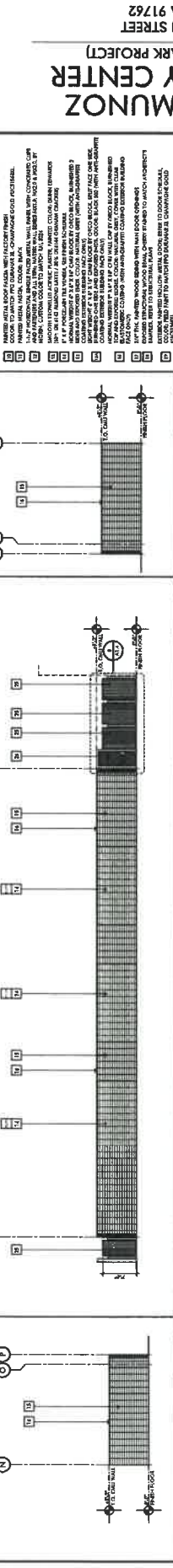
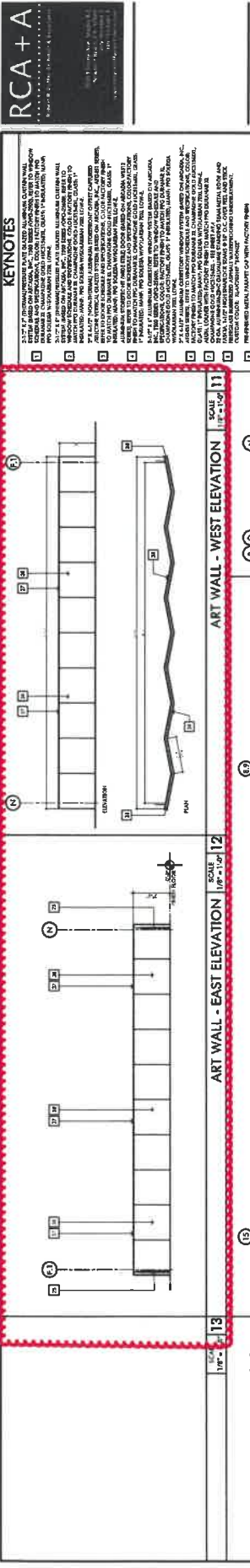
- Artwork should adhere to the “Honoring Our Community” theme by celebrating the City of Ontario.
- Artwork will serve as a cultural marker for this neighborhood and must be inviting and relevant to the respective communities.
- Enhance the entrance to the community center with an original and aesthetic experience.
- Should be a modern and contemporary interpretation that is vibrant, active and reflects the City’s values.
- The design should have positive and transformative impact. Additionally, it should be mindful of the building’s architecture so that it is cohesive.

Please review the following attachments:

- Photos of wall
- Architectural renderings of the Anthony Munoz Community Center
- Map site



Munoz Art Wall



KEYNOTES

1. ALL WALLS SHALL BE CONCRETE UNLESS OTHERWISE NOTED.

2. ALL WALLS SHALL BE FINISHED WITH POLISHED CONCRETE UNLESS OTHERWISE NOTED.

3. ALL WALLS SHALL BE FINISHED WITH POLISHED CONCRETE UNLESS OTHERWISE NOTED.

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ANTHONY MUNOZ
 (REHABILITATION AND PARK PROJECT)
 1240 WEST 4TH STREET
 ONTARIO, CA 91762

DATE	11/11/2011
REVISION	
NO.	DESCRIPTION
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RCA + A

REGISTERED ARCHITECTS

1240 WEST 4TH STREET
 ONTARIO, CA 91762

PROJECT NO. 11111111
 SHEET NO. 11111111
 DATE 11/11/2011

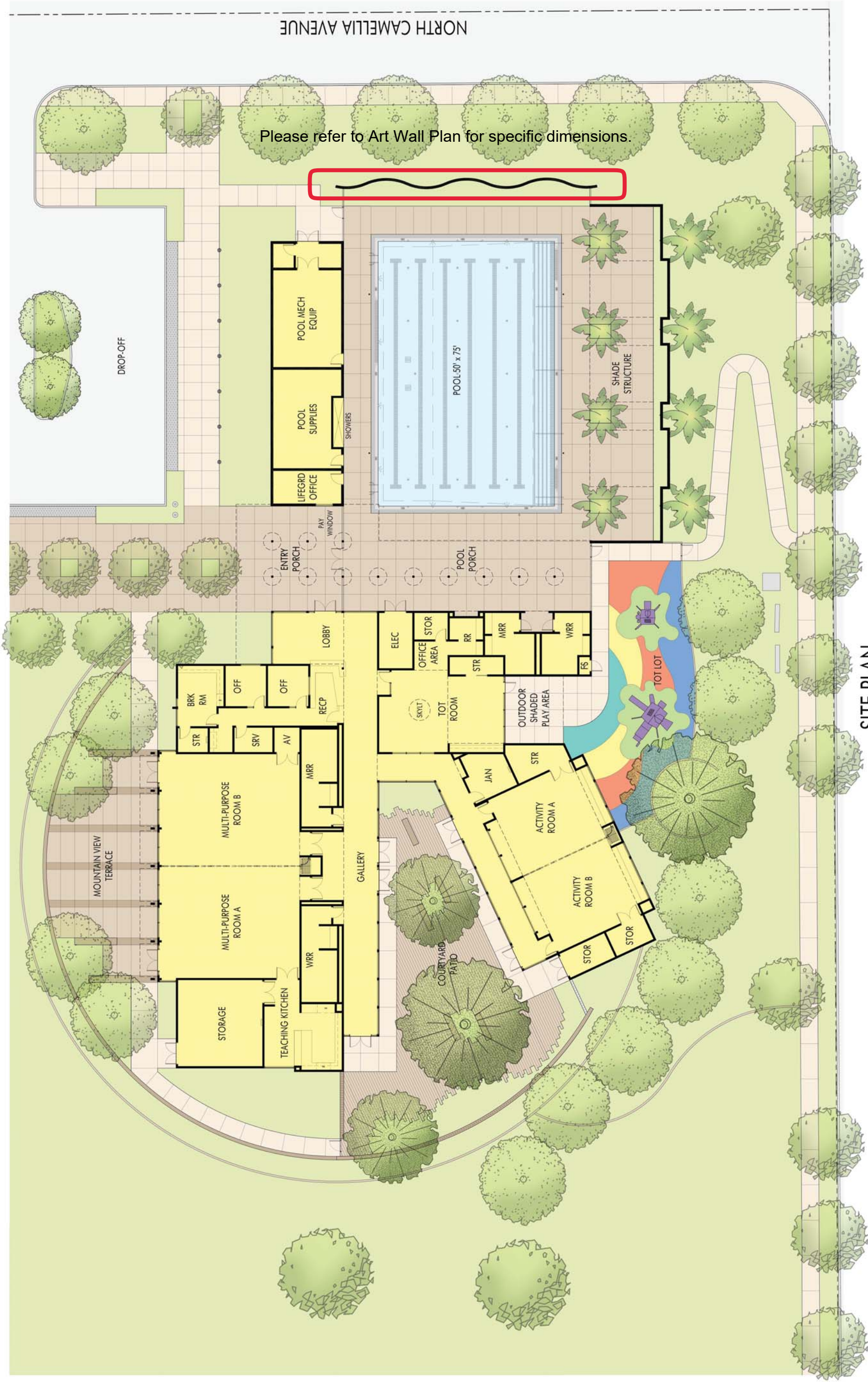
ANTHONY MUNOZ
 BUILDING ELEVATIONS

A3.3

KEY PLAN

NORTH CAMELLIA AVENUE

Please refer to Art Wall Plan for specific dimensions.



SITE PLAN

ANTHONY MUNOZ COMMUNITY CENTER

CITY OF ONTARIO

Please refer to Art Wall Plan for specific dimensions.



ANTHONY MUNOZ COMMUNITY CENTER
CITY OF ONTARIO, CA
SCHEMATIC DESIGN SET
JUNE 8, 2018

RCA+A
Robert C. Corbett Architect & Associates
20161 Irvine Ave, Ste 100, B2
Newport Beach, CA 92660
949.759.9311
www.rcaarchitect.com



MOUNTAIN VIEW TERRACE



VIEW FROM PARK

EXHIBIT "B"

CITY OF ONTARIO PROFESSIONAL SERVICES AGREEMENT

PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and [***INSERT NAME OF ARTIST], a [INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.*** IF APPLICABLE], with its principal place of business at [***INSERT ADDRESS***] ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS.

Consultant.

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

Project.

City desires to engage Consultant to render such professional services for the Artistic Digital Design for the wall located at the Anthony Munoz Community Center project ("Project") as set forth in this Agreement.

TERMS.

Scope of Services and Term.

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

Term. The term of this Agreement shall be from January 26th, 2021 to June 31, 2021, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary, to complete the Services.

Compensation.

Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **seven thousand five hundred dollars (\$7,500.00)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

Responsibilities of Consultant.

Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: [***INSERT NAME AND TITLE***].

City's Representative. The City hereby designates [***INSERT NAME AND TITLE***], or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

Consultant's Representative. Consultant hereby designates [***INSERT NAME AND TITLE***], or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her 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.

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

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

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

Period of Performance.

Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

Laws and Regulations; Employee/Labor Certification.

Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of

1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

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

Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

Insurance. Insurance shall be waived for services provided under the specific scope of this project.

Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the

subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

Labor Code Requirements.

Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

Termination of Agreement.

Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

General Provisions.

Accounting Records. Consultant shall maintain complete and accurate records

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

Independent Contractors and Subcontracting.

Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant (“Subcontractor(s)”) unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant’s behalf are Consultant’s employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor’s use of further independent contractors, subcontractors or subconsultants without the City’s prior written consent.

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

Consultant: [***INSERT BUSINESS NAME***]
 [***INSERT STREET ADDRESS***]
 [***INSERT CITY STATE ZIP***]
 ATTN: [***INSERT NAME AND TITLE***]

City: City of Ontario
 303 East “B” Street
 Ontario, CA 91764
 ATTN: [***INSERT NAME AND TITLE***]

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

Ownership of Materials and Confidentiality.

Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

As further consideration for the project described, artist grants to City, without additional compensation, a permanent, non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use, photograph, record, film, tape, display, or embody in any form and for any purpose the artist work under this agreement, without the artist's prior written consent

Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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

Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract

requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal,

or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
[***INSERT NAME***]**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

[INSERT NAME OF CONSULTANT]

Approved By:

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

[INSERT NAME]
[INSERT TITLE]

Approved as to Form:

By: _____

Its: _____

Best Best & Krieger LLP
City Attorney

Printed Name: _____

Attested By:

By: _____

Its: _____

City Clerk

Printed Name: _____

EXHIBIT "A" **SCOPE OF SERVICES**

The Proposer selected will be responsible for developing and providing a scaled digital rendering of a design for a printed tile wall mural that will be installed at the newly constructed Anthony Munoz Community Center, in the City of Ontario, California.

The size of the wall is: 7 feet 9 inches high x 72 feet long. Please see attached Art Wall Plan for further details and specifications. Please note that the mural will be located on a zig zag wall. Design will be printed on 8 x 8 inches tiles. Design file for the proposal and final submission should be submitted as an EPS or Illustrator file.

The parameters of the design shall be as follows:

- Artwork should adhere to the “Honoring Our Community” theme by celebrating the City of Ontario.
- Artwork will serve as a cultural marker for this neighborhood and must be inviting and relevant to the respective communities.
- Enhance the entrance to the community center with an original and aesthetic experience.
- Should be a modern and contemporary interpretation that is vibrant, active and reflects the City’s values.
- The design should have positive and transformative impact. Additionally, it should be mindful of the building’s architecture so that it is cohesive.

Please review the following attachments:

- Photos of wall
- Architectural renderings of the Anthony Munoz Community Center
- Map site

EXHIBIT "B"
SCHEDULE OF SERVICES

Schedule services described below takes place post-award/agreement:

- January 25, 2021 – February 7, 2021: Editing/Approval Process

Artist to meet with Community Life & Culture Officer to discuss project specifics and provide edits. Up to three rounds of edits possible during this timeline.

- February 8, 2021: Final Digital Design

Design file for the proposal and final submission should be submitted as an EPS or Illustrator file.

EXHIBIT "C"
COMPENSATION

The City will compensate artist a total of seven thousand five hundred dollars (\$7,500.00) upon the successful completion of the digital design.

Artist will invoice the City the aforementioned amount upon conclusion of the project.