

REQUEST FOR PROPOSAL

For

PRODUCTION MANAGEMENT AT QUARRY PARK AMPHITHEATER

City of Rocklin



September 2023

Contact:

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Deadline for Proposals: October 06, 2023

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I. INTRODUCTION

A. Executive Summary

The City of Rocklin, CA is seeking a qualified company with experience in producing special events, concerts, and festivals (herein after referred to as “events”) to assist the City with year-round operations at Quarry Park Amphitheater. Specific services to be included in this project are production, marketing, talent acquisition, staffing, and food and beverage management. It is acceptable for the company selected to either:

- Serve as the promoter for events – responsible for directly hiring talent and producing the show; and/or
- Marketing the venue to promoters and then each promoter is responsible for hiring talent and running the events they are promoting – consistent with the established requirements.

The objective is implementing a strong and detailed plan representing the variety of services necessary to produce, conduct, and execute quality events Rocklin residents are accustomed to. The resulting plan should support all goals and necessities of the City’s events, with particular emphasis in the following areas:

- Acquiring talent and managing contracts
- Show production, including sound and lighting
- Marketing and advertisement
- Staffing and logistics management
- Food & beverage services management

Ideally, the plan would consist of an overall operations layout and budget which shows the company’s ability to execute this proposal and provide the City with high quality entertainment for our residents and business community, as well as attracting visitors to Rocklin.

The plan should identify short and long-term strategies and tactics for maximizing Quarry Park Amphitheater’s success and value to the City. Events should promote the City’s identity, build a sense of community, and establish Quarry Park as a unique and well-known venue for events and entertainment.

B. Venue Management Qualifications Overview

The operations management proposal for Quarry Park Amphitheater should convey the City's assets and unique qualities in a way that is authentic, sustainable, and professional. It should describe who you are, your core values, what you do and why you do it. The goal is to engage our citizens, business community and visitors and give them a reason to choose Rocklin and Quarry Park Amphitheater as their entertainment destination. The City desires a company with extensive experience in concert and overall event management to create entertaining, intimate, and memorable community experiences at Quarry Park. The chosen company will have the proven ability to manage a diverse range of events, and to understand long-term planning, fiscal management, and marketing practices which will attract customers from all over the region. Demonstrated experience working with a public agency or governmental entity is preferred.

Company will provide all services and be responsible for maintaining financially self-sustaining events, whether producing all services in-house or outsourcing event-related logistics, marketing, promotion, or labor. The City expects the operator to work independently; however, the City may consider involvement in some day-to-day operations, if necessary, and will participate directly with talent approvals and other areas, as needed. It is the intent of this RFP to identify a company that will independently organize and manage the overall operation of Quarry Park Amphitheater year-round. The City reserves the right to have input on the overall strategy and may assist in targeted outreach, as necessary, to build a successful partnership. The successful operator will have clear and consistent communication with the City through a City-designated employee for all Quarry Park event operations. This coordinator will act as the main point of contact for operations and venue management, and for coordinating all City services: required permits, licenses, insurance and indemnification, as well as, coordination with other park activities, sound control, traffic/parking plans, surrounding community, event layout, and logistics.

C. Background

In 2015, the City of Rocklin took what was once a desolate forgotten property and transformed it into a beautiful gathering space in the heart of Rocklin. The City funded and built Quarry Park to be a versatile, community friendly space with a warm, open layout perfect for hosting a variety of large events.



Before



During



After

Located in downtown Rocklin, Quarry Park is home to 17 beautiful acres offering both exciting activities and peaceful reflection. Concerts and fun community events take place in this gathering spot with a large main stage, a smaller secondary stage, and open-air grass seating for approximately 2,000 people.



Over the past nine years, through internal and partnered events, the City has produced more than 100 events. Nationally and internationally known artists have performed on the main stage including:

- ❖ James Bay
 - ❖ Pentatonix
 - ❖ Marshall Tucker
 - ❖ Joe Nichols
 - ❖ Jerrod Niemann
 - ❖ Georgia Satellites
 - ❖ Frankie Avalon
 - ❖ Foghat
 - ❖ Y&T
 - ❖ Dave Koz
 - ❖ Everclear
 - ❖ Yachtley Crew
- and many more.



The Park has also become the new home to a longstanding free community events including Shakespeare in the Park, Hot Chili/Cool Cars, Patriot Day, and more.

Quarry Park Amphitheater is owned by the City of Rocklin and is located in the downtown Quarry District. This rapidly expanding district is fast becoming the historic heart of Rocklin and is transforming the area. The Quarry Park property also includes a unique one-of-a-kind Adventure Park serving as a catalyst for future development.

The open-air covered stage measures 63 feet by 35 feet total area with minimum 11 feet by 35 feet available performance area. Refer to the attached site plan for facility layout, background, and additional attachments for more Amphitheater information. The Amphitheater can accommodate approximately 2,000 patrons with options for reserved or general admission lawn seating. Features include:

- Tiered grass seating
- Covered stage

- All utilities, including ample electrical supply
- Walkways and ramps, including ADA accessible walkways, ramps, and seating
- Permanent restroom facilities (with space for additional temporary restroom facilities, if needed)
- Green Room with all necessary amenities to support talent
- Ticket booth
- ADA accessible parking
- Vendor and food truck area

Over the last nine years, the City has produced, executed, and managed the full production of events at Quarry Park Amphitheater both as the sole producer as well as in partnerships. The City has recognized the value of a successful partnership to help produce these unique experiences. Regardless of the structure, the core purpose is the same: engage our citizens, businesses and visitors, and provide great entertainment, which brings the community together. Put simply, give them an experience they will remember while making Rocklin an entertainment destination.

II. ANTICIPATED SCOPE OF SERVICES

A. Consultant's Responsibilities

The selected company will work independently to ensure operational accountability of the amphitheater while minimizing City involvement in event operations. Company shall secure talent and produce an annual concert series, consisting of a minimum of 8 performances between the months of April and October. Company will be responsible for the administration, financial management, marketing, sponsorships, contracting for venue event operations, production, support services, and coordination with City services.

B. Term

The City anticipates operations and management to begin in Fall 2023, per execution of the contract terms with initial meetings to develop a timeline and strategy for achieving

all requests and yearly event goals. The contract term will be for three (3) years with an opportunity for two (2) one-year extensions under the current contract.

C. Administration

The selected company will coordinate a master calendar of events, bookings, rentals, and venue operations. It will determine all aspects of the venue set up and desired contract services. The company will produce a master plan for each event and submit it to the City Event Coordinator for compliance with pre-established parameters, coordination, and any additional approvals that may be necessary. Selected company will also be required to develop a transition plan for the assumption of booking and management duties from the City. Company will be responsible for maintaining, keeping, and preserving the venue in good order and condition and performing all repairs necessary to keep the venue assets in operational condition.

Deliverables:

- Master calendar of events
- Sample Event Master Plan
- Sample Outline of Standard Operating Procedures
- Transition Plan
- Operational Maintenance Plan
- Develop positive community relationships and customer service

D. Talent Acquisition

This entails the entirety of the booking process, such as vetting artists, defining the City's target audience and identifying specific demographics that can be reached in our community. The company shall be responsible for contracting with, and making payment to, artists performing at each event, and shall pay all hard costs associated with providing backline for such artists' performance, as well as any costs associated with artists' rider or rider requirements. The City reserves the right of final approval on all talent and event content.

Deliverables:

- Talent Acquisition for each Event
- Opening acts for each show

- Proposed event strategies and resources to maximize event and venue utilization
- Genres and entertainment variety proposal

E. Production

Company shall be responsible for the production of each event along with all financial obligations for same. Company shall be solely responsible for the production of the events including, but not limited to, the following:

- Providing sound and lighting equipment for each event suitable to accommodate live performances by artists
- Hiring, directing, and paying all necessary staff and labor adequate for the operation of sound equipment before, during, and after each event
- Set-up and break-down periods associated with such events

Deliverables:

- Qualified proposal for sound and lighting
- Example Sound & Lighting Plan
- List of proposed Sound & Lighting Contractors
- Sound & Lighting Contractor Qualifications

F. Marketing

Company shall create a marketing plan for the 2024 event season. Company shall be responsible for all advertisement and promotion of each event and will be responsible for including any and all City marketing elements required by contract. Company must ensure usage and message is active and diverse with the goal to fully realize the amphitheater's economic potential. Company will actively market the venue to concert and event promoters while developing community programming as well. The company will be responsible for implementing a plan to engage both public and private entities, solicit event sponsorship, advertise the venue and pursue any other marketing opportunities.

Deliverables:

- Detailed marketing plan for 2024 season
- List of media partners

- Example marketing plan addressing various production or events
- Outline of marketing material
- Promotional package, media kit, or presentation for producers, agents, managers, artists
- Announce and market lineup for the 2024 season in January 2024.

G. [Staffing/Venue Operations](#)

Company will staff all operation and production aspects of the amphitheater. Staffing services include, but are not limited to, venue setup, tent setup, VIP area, sound monitoring, curfew management, ticketing, sales, fencing, signs, trash, janitorial, green room, gates, security, chair setup, and ushers.

Deliverables:

- Staffing plan that includes organizational chart highlighting key management and onsite personnel
- Contracted proposal for any outside staffing assistance
- Emergency Action Plan
- Security Staffing Proposal

H. [Food and Beverage Operations](#)

Company will be tasked with managing and operating all aspects of food and beverage, operations for events. Company will be tasked to contract with all food and beverage vendors, including alcohol, and comply with all applicable state and federal laws as well as City of Rocklin policies.

Deliverables:

- Food service plan
- Alcohol service proposal or preferred contractor list

I. [Financial Management](#)

Company shall submit a financial management plan for City's approval. The plan will include a three-year operational financial forecast, cash management, business controls

and accounting procedures. Operations management will be required to provide periodic or frequent financial reporting. Company may recommend improvements or changes in venue use fees, ticket fees or surcharges, revenue sharing, performance guarantees, or any other potential revenue sources that will accrue to the financial benefit of the amphitheater or partnership. Company will collect all fees up-front and finalize settlement with promoters/users, vendors, and contractors following each event. The company will be required to provide City a financial accounting of each event and provide any other documentation or terms pursuant to the agreement.

Deliverables:

- Submit an estimated pro forma for at least one calendar year
- Sample outline of Box Office/Ticket Sales Plan
- Financial accountability and reporting on fiscal operations
- Provide detailed proposed revenue structure
- Prepare monthly Operations Cost Analysis and provide any necessary reports
- Submit annual reviewed financials

J. City Services

Selected company will work directly with City or act as a liaison with any contracted promoters to plan and coordinate with the City for event services including, but not limited to:

- Police
- Fire
- EMS
- Permits/Licenses
- Logistics – event set up/clean up
- Site control – barricades, gates
- Noise Control and Monitoring
- Traffic Control

K. Additional Requirements

Additional requirements to be discussed during company interview and selection process. Additional items to include, but not limited to, existing contracts and

agreements, dates, policies, obligations, sponsorship, or any other areas which may directly or indirectly impact the execution of this proposal.

City will have the right to block out certain dates for annually recurring City events. The City will provide advance notice to book an agreed upon number of events per year.

Company agrees to follow all established City policies, MOU's, and policies regarding park rules and use including, but not limited to the following:

- 10 p.m. sound curfew
- Sound monitoring and event volume not to exceed decibel level of 90 dbL eq and 95 dbL max, monitored at predetermined locations.
- A minimum of three (3) decibel readings to be required at each event.
- All shows must follow established park rules regarding smoking.

III. PROPOSAL REQUIREMENTS

A. Overview

Companies submitting proposals are expected to supply adequate information that demonstrates company's ability to meet all deliverables and expectations as outlined in this document. This may be demonstrated through actual or example documentation and /or narratives, timelines or other materials that will provide the City with a thorough understanding of your company's qualifications.

1. Company Profile

Proposals should provide a complete and concise description of the company's ability to meet the requirements of the RFP. The Company Profile should also include a short bio of key staff members who will be contributing to the project, including their areas of responsibility.

References & Experience

Proposal should provide at least three references, within the past five years, of clients for whom services have been performed that are comparable in quality and scope to that specified within this RFP. The references shall include names, addresses, and telephone numbers for whom the prior work was performed, and include an explanation of the services provided to these clients.

2. Project Understanding

Proposal should be knowledgeable of the City of Rocklin, passionate about helping the City and able to anticipate a vision of appropriate events which will help make Rocklin a destination for residents and visitors.

3. Project Approach/Discovery Process/Scope of Work

Describe how your company will successfully complete each task and the format of key deliverables. Examples of similar work are encouraged.

4. Proposed Budget

Include a summary of estimated costs and fees based on the tasks noted above. Provide sufficient detail that would allow staff to understand cost impacts if modifications to tasks are necessary. All costs should be included in the basic fee. Optional services recommended by the consultant may be included, but should be priced separately.

5. Organizational Input/Responsiveness

Define the process to engage City staff and the community, including residents, business owners and others in the areas affected by this proposal.

6. Project Schedule

Include a proposed schedule for the product delivery. Provide a statement of time commitment by the company to this project which supports the company's ability to complete the events on schedule and on budget.

IV. SUBMITTAL INSTRUCTIONS

A. Proposal Delivery Instructions

Submittal packages shall include the following:

- Four (4) printed copies of your proposal, and
- One (1) electronic copy of your proposal, in PDF format on flash drive or other electronic media

B. Proposal Submission

Proposals are due via email (preferred), mail or hand delivery by 12pm on Friday, October 6, 2023. If submitting hard copies, please provide 4 complete sets. Proposals

should be sent to Jeff Scanlon at jeff.scanlon@rocklin.ca.us or 5460 5th Street, Rocklin, CA 95677.

All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. The City shall not be responsible for proposals addressed to a different person or delivered to a different location other than that specified herein. Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. No exceptions. The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of any such defect or irregularity.

All costs associated with proposal preparation shall be borne by the proposer.

C. Letter of Intent to Respond

All interested consultants are encouraged to submit a Letter of Intent to Respond by September 22, 2023. Submitting a letter does not guarantee or replace the formal proposal process, nor does the failure to submit a letter prevent an interested consultant in submitting a proposal. Letters can be sent to Jeff Scanlon via mail or email at:

Jeff.scanlon@rocklin.ca.us

D. Questions

All questions and inquiries must be submitted via email to Jeff Scanlon at Jeff.Scanlon@rocklin.ca.us. The deadline to submit questions is September 22, 2023. One comprehensive response to all submitted questions will be posted online on September 27, 2023, and distributed to all consultants that submitted a Letter of Intent to Respond.

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

V. PROPOSAL EVALUATION AND CONSULTANT SELECTION

A. General Information

Award of the RFP shall be made to the responsive and responsible proposer(s) whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. Proposals shall be scored according to the criteria stated in this section.

Proposals submitted will be reviewed by a selection committee. Consultants that have submitted the best and most complete proposals may be invited to an interview. The number of consultants that may be invited to an interview may vary depending upon the number of proposals submitted.

Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Communication Style, b) Experience/Quality, c) Ability to meet the City's required services.

One or more consultants may be selected. The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the consultant might propose.

A contract will be negotiated with the consultant(s) considered best meeting the City's needs for this project. In the event a mutually satisfactory contract cannot be negotiated with one of the City's choices, negotiations may be terminated.

The selected consultant(s) will be required to execute a City-prepared contract as provided in Exhibit A – "Sample Contract." The contract may further refine the scope of services and will provide for the terms and conditions of employment.

The award of any contract is expressly contingent upon City approval and the availability of funds.

The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful consultant(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.

Once a decision has been made to recommend award of the contract to a specific consultant, then a formal notice of the intent to award to the recommended consultant shall be made by the City. If the contract exceeds the City Manager's signing authority and needs to be brought before City Council, the letter of intent to award will be sent prior to final approval by City Council.

A City of Rocklin business license, as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

The City reserves the right to conduct a background inquiry of each company which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the company consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

B. Project Evaluation

The following criteria will be used in consideration of proposals:

- Quality and completeness of the proposal.
- Company qualifications, demonstrated experience with similar projects, and references.
- Project understanding.
- Project approach and ability to produce deliverables within anticipated timeline.
- Responsiveness and ability to work closely with City of Rocklin staff.
- Ability to produce an exciting season that resonates with the region's diverse audience.
- Demonstrated knowledge of sustainable financial model and budget for event production.

The City of Rocklin reserves the right to award the contract generated from this RFP to the respondent presenting a proposal that best meets the specifications as listed, and represents the most beneficial partnership as determined by the City. Although financial considerations are an important component of the selection process, the award will also be based on a combination of factors including the respondent's qualifications and criteria as noted above.

C. Anticipated Schedule

- RFP Issued: Tuesday, September 5, 2023
- Proposals Due: Friday, October 6, 2023, by 12pm to jeff.scanlon@rocklin.ca.us
- Firm Interviews: October 2023
- Firm Selected: October 2023
- Project Start: November 2023
- All Deliverables Due: No later than January 1, 2024, or as otherwise agreed upon

VI. CONSULTANT RESPONSIBILITIES

A. General Information

Each consultant submitting a response to this Request for Proposals acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the consultant's sole expense. In addition, each consultant acknowledges and agrees that all documentation and/or materials submitted in response to this request shall remain the property of the City.

The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. The selection committee will make a recommendation to the approving authority.

B. Contract for Services

The selected company must be willing to execute the City's standard Professional Services Agreement. An example is included as an attachment. Any exceptions thereto must be identified in the proposal.

C. Insurance

Evidence of general liability, professional liability, automotive, and workers' compensation insurance, in accordance with City requirements, must be provided to the City.

VII. LIST OF EXHIBITS & APPENDICES

EXHIBIT A: Sample Contract

APPENDICE I: Quarry Park Amphitheater Maps

APPENDICE II: Stage Measurements

APPENDICE III: Green Room Specifications

City Staff Contacts

Lead staff consists of Jeff Scanlon, Administrative Analyst. For additional background data, reports and other City information or for any questions regarding the proposal process or request for additional information, contact Jeff Scanlon at jeff.scanlon@rocklin.ca.us or 916-625-5256.

ATTACHMENTS



ROCKLIN
CALIFORNIA

EXHIBIT A

SAMPLE CONTRACT



ROCKLIN
CALIFORNIA

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and [] "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of \$[]**. The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

- (1) Job/project name or description;
- (2) City's current purchase order and/or work order number (if applicable);
- (3) Contractor's invoice number;
- (4) Date of invoice issuance;
- (5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- (6) Amount of invoice, itemizing all authorized reimbursable expenses; and
- (7) Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until [] unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

5. SUSPENSION/TERMINATION:

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

- i. Contractor shall immediately cease rendering services pursuant to this agreement;
- ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
- iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other

such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS:

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least

as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancellation due to non-payment.

4. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. **Claims Made Policies.** If any of the required policies for professional liability insurance provide claims-made coverage:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning

shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS:

A. **Contract Documents.** This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records.** Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability.** If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver.** Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice.** All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rocklin

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees.** In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words

“execution,” “signed,” “signature,” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic signatures (DocuSign). The use of digital electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits.** All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

By: _____
[] [Name, Title]

By: _____
[Name, Title]

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

EXHIBIT B
Schedule of Performance

EXHIBIT C
Schedule of Fees

EXHIBIT ____

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTORS

By: _____
[Title]

APPENDICES



ROCKLIN

CALIFORNIA

APPENDICE I

QUARRY PARK AMPHITHEATER

MAPS



ROCKLIN
CALIFORNIA



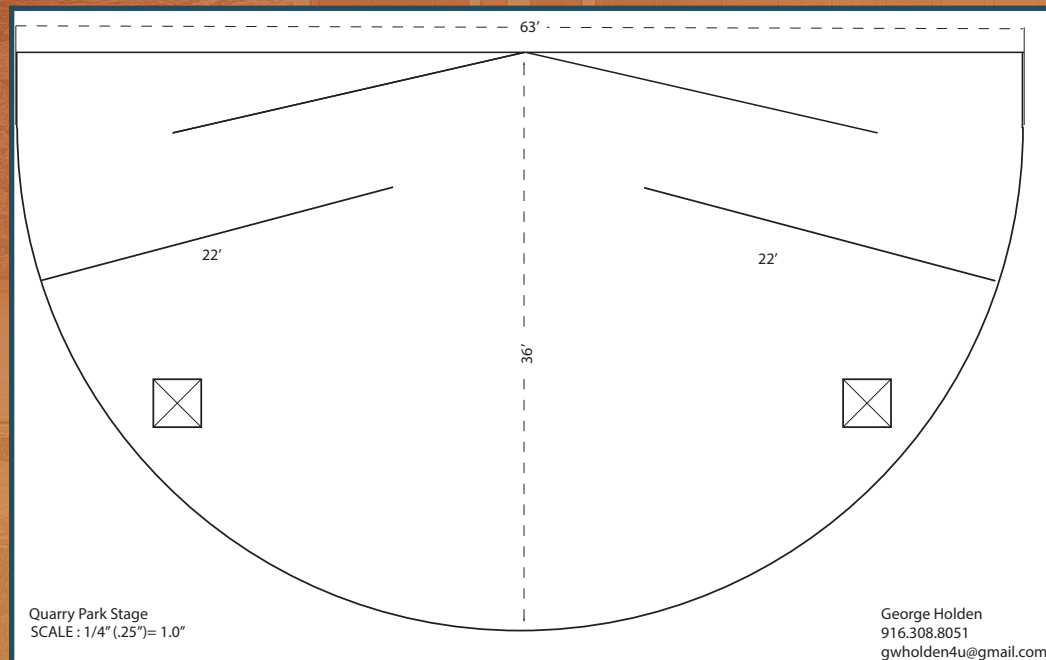
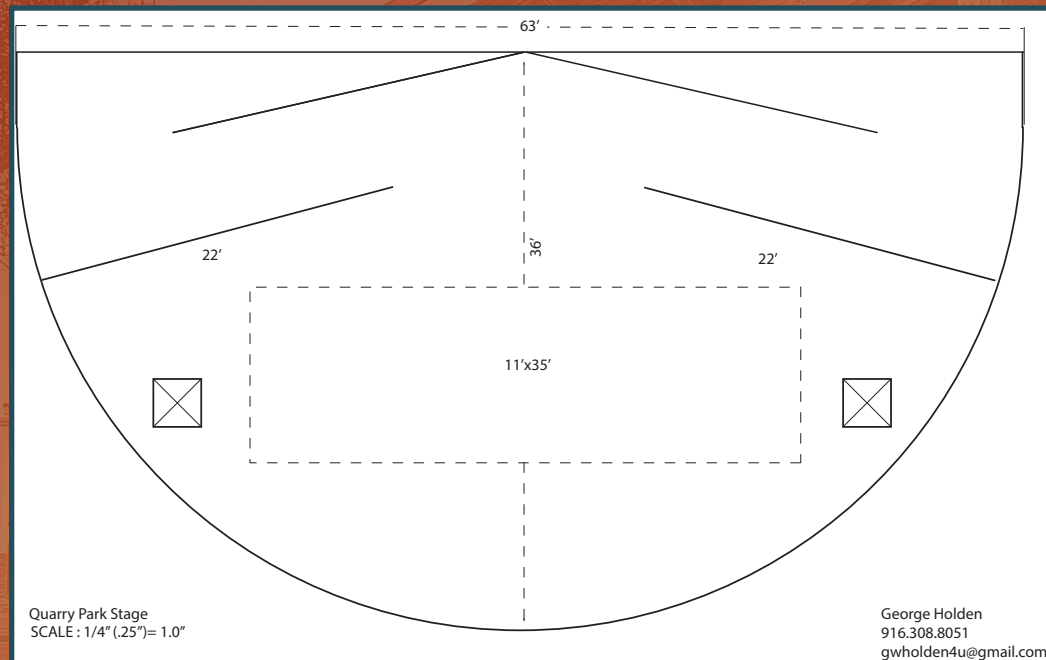
APPENDICE II
STAGE MEASUREMENTS
AND SPECS



ROCKLIN
CALIFORNIA

MEASUREMENTS & SPECS

MAIN STAGE SPECS



APPENDICE III

GREEN ROOM SPECS



ROCKLIN
CALIFORNIA

Green Room Location

GIS Division



