



NOTICE OF REQUEST FOR PROPOSALS
Video Production, Recording, Editing and Support Services

NOTICE IS HEREBY GIVEN the City of Temple City (City) will receive proposals for providing video production, recording, editing, programming services for City Council meeting videos and programming and support services for slides on City's cable channel.

Proposals will be received at the City Hall City Clerk's Office, 9701 Las Tunas Drive, Temple City, California, 91780 until 5:00 p.m. on Friday, April 3, 2020. All proposals must be clearly marked, "**CITY OF TEMPLE CITY VIDEO PRODUCTION, RECORDING, EDITING AND SUPPORT SERVICES PROPOSAL,**" and shall be delivered to the City Clerk's Office between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays and days which City Hall is closed. **POSTMARKS WILL NOT BE ACCEPTED.**

Submit four (4) copies of your Proposal. It should be understood that the final fee will be negotiated with the City. As part of the Cost Proposal, please provide a breakdown of the hourly rates and any other applicable fees.

All submitted proposals will be reviewed and analyzed by City staff and the proposals which best meet the City's needs will be selected for further analysis and negotiation. The City reserves the right, in its sole discretion during the selection process, to reject any or all proposals or any portion without exception or explanation.

The RFP can be viewed and printed from the Temple City website at www.templecity.us. For questions regarding this RFP you may contact Peggy Kuo, City Clerk, at 626-285-2171, extension 4131, or pkuo@templecity.us.

OPTIONAL WALK-THROUGH

Walk-through is optional and available by appointment only on **Wednesday, March 18, 2020** between 8 a.m. to 12p.m. Proposers will have an opportunity to examine City's Council Chambers, video room and equipment. Contact Peggy Kuo, City Clerk, at 626-285-2171 extension 4131 to make an appointment.

SUBMITTAL DEADLINE

TO BE CONSIDERED, PROPOSAL MUST BE SUBMITTED NO LATER THAN Friday, April 3, 2020, at 5:00 p.m. at the City Clerk Office, 9701 Las Tunas Drive, Temple City, California, 91780. Postmarks will not be accepted. Failure of, or disturbances in any mail service is not a legitimate reason for proposals

submitted after the above due date. Electronic mail or facsimiles will not be accepted. The City may extend the deadline at its discretion.

1.0 BACKGROUND

The City of Temple City (City) is seeking proposals from qualified Consultants for professional video and programming services to provide a variety of video production, recording, editing, and support related tasks assigned by the Management Services Department in support of various departments, events, and projects throughout the City. Successful Consultant must have the knowledge, expertise, staff, and availability to perform all the work as specified within this RFP; and, have the resources to conduct a full service turnkey video recording and production operation. City does not commit to a specific number of projects or hours that video services and support may be needed.

2.0 SCOPE OF SERVICES

2.1 PUBLIC ACCESS CABLE OPERATIONS

The Consultant will maintain the necessary equipment and provide services necessary to program the City's public access television channel, this includes but is not limited to scheduling prepared slides, public service announcements videos and previously recorded public meetings for broadcast on the channel using provided equipment. Consultant is to upload new message slides onto City's cable channel twice a month as specified by the City.

The Consultant will be required to maintain all onsite equipment necessary to operate the cable channel including trouble shooting equipment problems and interfacing with Charter Cable representatives to identify and resolve problems.

2.2 RECORDING AND BROADCASTING CITY MEETINGS

The Consultant will be required to be on site and attend all City Council meetings to record meetings. Meetings must be broadcast live via the internet and a video recording of the meeting must be available for viewing within 24 hours on the internet and 48 hours on the City's public access channel.

The Consultant will maintain and be able to operate and provide support with all audio/visual equipment furnished by the City in the City Council Chambers and video room. An inventory list of the City Council Chambers audio/visual system is listed in **Appendix A: Council Chambers and Video Room Equipment List** and can be reviewed at the optional walk-through.

The Consultant will provide staff and production support to telecast at City's discretion any and all regular and special, non-study session City meetings throughout the year. The base proposal fee amount should include a minimum of two (2) meetings each month being recorded and telecast. The proposal should include per meeting and/or hourly rate for recording and telecast additional meetings. Additions to the minimum meeting coverage will be requested by the City and agreed to on a case by case basis between Consultant and the City.

Typically, City Council meets on the 1st and 3rd Tuesday of each month and the video service needs will begin at 6:00 p.m. on meeting days, and continue until the meeting has concluded and all video production assigned tasks have been completed; including producing a finalized/playable DVD-R disc for City record and a format as necessary for transmittal to City's local cable channel. The DVD-R disc shall also be labeled with the total running time in hours, minutes and seconds. DVD-R discs for City Council meeting recordation will be provided by Consultant. Special meetings are scheduled on an as needed basis and to accommodate holiday scheduling.

2.3 SPECIAL EVENTS AND PROJECTS

Video service projects and tasks are needed on an as-needed basis throughout the year. Projects can vary from short promotional videos to full-length event coverage videos. With reasonable notice, the Consultant will be required to attend events or project shoots for video recording, in addition to creating a final video product for distribution through multiple outlets including digital, DVD, social media, etc. Several examples can be found on the City's YouTube channel here: <https://www.youtube.com/user/3TCTV/>

2.4 ONE TIME PURCHASE AND INSTALLATION OF TELEVISION MONITORS IN THE COUNCIL CHAMBERS

Purchase, installation and configuration of four Sony 75' to 85' Smart, 4K Ultra HD TV with HDR in the Council Chambers. The Consultant will install four TV monitors (with mounts in set places in the Council Chambers), cables, hookup converters, and test the system. The Consultant will be required to maintain all onsite equipment necessary to operate the television monitors including trouble shooting equipment problems.

3.0 SERVICE HOURS AND PROJECT REQUESTS

The Consultant's response time following a request for service from the City shall be within one working day, at no extra charge. The Consultant's responses will include a confirmation of service/project direction and needs, as well as an estimated number of billable hours to be dedicated to the project and the turnaround time of the request. Consultant will maintain a

computerized and hard copy record of project requests.

All meetings will be taped and available for broadcast within 48 hours. Consultant will encode and index City Council meetings for use on the web, provide a live online broadcast of City Council meetings without ads. Consultant is to upload new message slides onto City's cable channel twice a month as specified by the City and upload any public service announcements at the request of the City.

4.0 CONSULTANT SELECTION SCHEDULE

The City intends to utilize the following planning chart for the timetable and process of evaluating proposals.

Request for Proposals issued:	March 5, 2020
Optional Walk-Through:	March 18, 2020
Deadline for Questions or Requests for Information:	March 20, 2020
Proposals due and received (by 5:00 PM):	April 3, 2020
City Council Approval of Agreement:	May 5, 2020
Contract Start Date	July 1, 2020

4.0 PROPOSAL FORMAT GUIDELINES

Interested Consultants are to provide the City with a thorough proposal using the following guidelines:

4.1 COVER

The cover should clearly display the title of this RFP, "City of Temple City Video Production, Recording, Editing and Support Services Proposal."

Each submittal should have tabs numbered with the following categories:

4.2 EXECUTIVE SUMMARY

Provide a cover letter that states the title of the RFP. Include the following information:

- Primary contact for the submittal
- Street address (post office boxes are not acceptable)
- Telephone number
- Fax number
- E-mail address
- Web address, if applicable
-

4.3 INTRODUCTION

Provide general information about your operations, whether you are an individual or a firm, include size, scope of practice, years in business, number of employees, if any, and office location(s). State the legal name, address and legal structure of your firm.

4.4 PROGRAM TEAM AND MANAGEMENT

- 4.4.1 Organization: This section should include a listing of the staff and management proposed for the services to be provided, as well as an organization chart.
- 4.4.2 Prior Experience: Indicate the relevant experience in undertaking this work. Provide a description of at least three previous Service Agreements. For each Service Agreement, identify the client and client contact, type of funding, and cost.
- 4.4.3 Key Staff: Indicate the education, background and relevant experience of the individuals principally responsible for the completion of the work. Indicate years with your firm and whether qualifying experience was with your firm. Identify the roles, responsibilities and time commitment of all key staff. Include resumes of key staff.

4.5 APPROACH TO REQUESTED SERVICES

State your understanding, approach to the services, proposed methodology and any suggestion for the City. Provide digital copies of sample projects you have worked on for evaluation.

- 4.5.1 Equipment & software: Provide a list of equipment and software that you will utilize to complete all video production, recording, editing, and support services related to the RFP.
- 4.5.2 Finished product: Provide a detailed description of the different formats you will be capable of producing final video products into.

4.6 CITY PROVIDED SUPPORT

State any support you will require from the City.

4.7 ADMINISTRATIVE REQUIREMENTS

- 4.7.1 Signature: The Proposal will be signed by company officers authorized to bind the firm and will contain a statement indicating that the proposal is valid for ninety (90) days.
- 4.7.2 Questions: Please direct any question regarding this RFP in writing to the City Clerk, Peggy Kuo, at pkuo@templecity.us.

4.8 FEE PROPOSAL

The City is interested in a fee proposal consisting of flat fee for City Council Meeting video related tasks utilizing City provided equipment, special event and project video related tasks utilizing Consultant's own equipment, and any other fees that may be applicable. Fee proposal should also include programming slides to the local cable channel and posting City meeting/public service announcement videos to the local cable channel and internet. Consultant will provide a completed **Appendix B: Fee Proposal**.

5.0 GENERAL TERMS AND CONDITIONS

5.1 AGREEMENTS BETWEEN CONSULTANT AND CITY

The City will prepare an Agreement for Professional Services with the successful Consultant using the template in **Appendix C**. Proposal must state Consultant's willingness to enter into City's agreement as represented in Appendix C, or list any amendments that may be proposed.

5.2 LATE SUBMITTALS

It is the Consultant's sole responsibility to ensure proposals are received at the City Hall City Clerk Office prior to the scheduled closing time specified in this RFP. Submittals will not be accepted after the deadline. Postmarks will not be accepted. Failure of, or disturbances in any mail service is not a legitimate reason for Statements of Proposals to be submitted after the above due date. Proposals submitted by e-mail or facsimile will not be accepted.

5.3 EVALUATION OF SUBMITTALS

The City will evaluate submittals with the intent of selecting the most qualified Consultant. Evaluation criteria include but are not limited to the following:

<u>Evaluation Factor</u>	<u>%Weight</u>
Fee Proposal	25
Experience providing Video Production Services	10
Past record with municipal and/or other government agency agreements	25
Compliance with RFP requirements (Scope of Services, Proposal Format, etc.)	10
Responsiveness and thoroughness of proposal	10
Level of care and support provided to internal and external customers	20
Any other factors determined by City to be relevant to the performance of these services	
Total	100

Note: The apparent most qualified proposer may be selected to be interviewed by City Representatives. The City reserves the right to interview as many or few proposers as deemed appropriate by the City. The City also reserves the right to make its selection without conducting interviews.

After evaluation of the proposals, negotiation for the price of the agreement will commence with the top ranked proposer based on the submitted cost proposals. If agreement cannot be reached, negotiations may be initiated with the next ranked proposer.

5.4 REJECTION OF PROPOSALS

The City reserves the right to reject all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

5.5 PROPOSAL VALIDITY PERIOD

Submission of a proposal will signify the proposer's agreement that the proposal, and contents thereof, are valid for at least ninety (90) days following the submission of the proposal and will become part of the agreement that is negotiated with the successful Consultant.

5.6 SUBSTITUTION OF PERSONNEL

If one or more of the key personnel represented in the proposal becomes unavailable during the course of the programs, then the Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the

substitution of key personnel, the City will be entitled to terminate the Agreement for Services with the Consultant.

5.7 DOCUMENTS TO BE CONSTRUED TOGETHER

The RFP and all documents incorporated by reference in an agreement entered into between the Consultant and the City, and all modifications of said documents, will be construed together as one document.

5.8 MINIMUM INSURANCE REQUIREMENTS

The Consultant will maintain, at a minimum, the insurance requirements specified in the Professional Services Agreement.

5.9 ADDITIONAL SERVICES

The City will have the right to make alterations, eliminations, and additions to the scope of services. Exercise of such right will in no way void the agreement. The City and the Consultant will agree upon the value of such additional services or deleted work prior to proceeding with the said additional services.

5.10 SUBMITTALS

Four (4) copies of the proposal must be received by the date and time specified above in this RFP. Hand deliver, express, or mail proposals only to:

**City of Temple City
City Clerk Office
Attn: Peggy Kuo, City Clerk
9701 Las Tunas Drive
Temple City, CA 91780**

Attachments:

Appendix A: Council Chambers and Video Room Equipment List
Appendix B: Fee Proposal
Appendix C: Sample Agreement for Services

**CITY OF TEMPLE CITY
REQUEST FOR PROPOSALS –APPENDIX A
COUNCIL CHAMBERS AND VIDEO ROOM
EQUIPMENT LIST**

Manufacturer	Model	Description
Apple	Final Cut Pro	Software Editor for OFE Mac
Apple	1Pad2	AppleiPad 2
Argosy	90-V2R-1005	Production Workstation
Atlas	C803AT87	Ceiling Speaker Assembly
Behringer	Ultragaln ADA8000	8 channel A/D & D/A converter
Blackmagic Design	ATEM 2 MIE	Production Switcher
Blackmagic Design	ATEM 1MIE Panel	ControlSurface
Blackmagic Design	Hyperdeck Studio	Digital Video Recorder
Blackmagic Design	DeckUnk Studio	HDSDIMac Interface
Blackmagic Design	SmartView Duo	Output Monitor
Blonder Tongue	AM-60-550	NTSC Modulator
Chief	LTMU	Flat PanelMount
ClearOne	SR1212	DigitalMatrix Mixer
Clock Audio	C800E-RF	Microphone
Clock Audio	8133	Microphone Stand
Crestron	DM-MD16X16	PC Video Switcher Frame
Crestron	DMC-HD	Input card for DM Switchers
Crestron	DMC-C	DM Input Module
Crestron	DMC0-5530	HDMI output module
Crestron	DM-TX-200-C-2G-WALL	PC Input Plate
Crestron	AV3	Wireless System Controller
Crestron	IDOC-PAD2-DSC	iPad Docking Station
Crestron	DMC-HD	HDMI input card
Crestron	C2N-FT-TPS4-BALUN	Ftiptop DA Mic ControlStation
Crestron	GLA-DMX512	DMX Lighting Controller
Crestron	MOBILE PRO-G	Crestron Mobile Pro-G
Crestron	SW-XPANEL-FOR-MAC	Crestron VirtualTouch Panel
Crown	CDI1000	Audio Amplifier
Da-Lite	133" Da-Mat HD 88545	Tensioned ElectrolScreen
Elmo	P10	HD Document Camera
Extron	MDA3V	Video Distribution Amplifiers
HP	V1910-24G	Ethernet Switch
Intel	SSDSA2CVV300G3B5	Solid State Drive
Litepanels	903-1001	LED Flood Lighting Panel
Panasonic	TC-L37E3	HD Multi-view Monitor
Panasonic	PTDZ6710U	HD Video Projector
Premier	PTM	Monitor TillMount
Premier	PDS-Pius	Projector Mount

RDL	DS-XLR3F	Decora Mic Input Plate
RDL	ST-UMX3	Universal Mixer 3x1
Sharp	LC80LE632U	80" LED LCD Monitor
Shure	ULXS124/85	1/Aicrophone Receiver Combination
Sharp	LC42LE540U	42" LED LCD Monitor
Tascam	8(..r2000	BDIDVD Recorder-Player
TripUte	Smart500RT1U	Uninteruplable Power Supply
Vaddlo	WaiiVIEW CCU HD- ZOCAT5	HD Camera
Vaddlo	999-5300--00	PTZ Camera Controller
Whii1Wind	SPC82	Rack mount splitter
Yamaha	01V96	Digital Audio Mixer
ZeeVea	ZVPro280	HD QAM Encoder/Modulator

**CITY OF TEMPLE CITY
REQUEST FOR PROPOSALS - APPENDIX B
FEE PROPOSAL**

Item	Hourly Rates
Hourly and Flat Rate for Video Production of Special Events and Projects (at various locations using Consultant provided equipment and supplies)	\$ /event up to? Hours \$ /hour above the stated hours/ event
Flat Rate for Video Production of City Council Meetings (at City Hall using City provided equipment and supplies)	\$ /meeting
Flat Rate for Posting City's meeting videos and slides on City's local cable channel	\$ /month
Purchase, installation and configuration of 4 Sony 75' to 85' Smart, 4K Ultra HD TV with HDR in the Council Chambers, (Install four TV monitors with mounts in set places in the Council Chambers, cables, hookup converters, and test the system.) and maintain all onsite equipment necessary to operate the television monitors including trouble shooting equipment problems.	\$ /flat fee (breakdown of cost)
Other(Please explain):	\$ /meeting

Applicable Notes, if any:

AGREEMENT FOR SERVICES

By and Between

**THE CITY OF TEMPLE CITY,
a municipal corporation**

and

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF TEMPLE CITY, CALIFORNIA
AND**

This Agreement for Services ("Agreement") is entered into as of this 1st day of July, 2020 by and between the City of Temple City, a municipal corporation ("City") and _____, a _____ ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by ***request for proposals*** the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a ***proposal*** for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Temple City's Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the term of this Agreement shall be for a period of one (1) year, commencing July 1, 2020, and ending on June 30, 2021, unless earlier terminated as provided in this Agreement. This Agreement may be extended by mutual agreement of the Parties, in writing, for additional period of four (4) years. Consultant may seek an extension of this Agreement by submitting on or before March 31 of the year it is

otherwise set for termination, a letter of intent requesting an extension. The City shall respond in writing to Consultant's letter of intent to request an extension setting forth its decision on or before June 1.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ dollars (\$_____), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task

performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

(d) Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by

Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Service Provider's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONSULTANT.

(a) Service Provider is and shall at all times remain a wholly independent Consultant and not an officer, employee or agent of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Service Provider, nor any of Service Provider's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Service Provider expressly waives any claim Service Provider may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider's performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub Consultant without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-

related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Service Provider will, perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Service Provider, its officers, employees, agents or sub Consultants, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

(c) If Service Provider, or any officer, employee, agent or sub Consultant of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including Attorney's fees, caused by or incurred as a result of Service Provider's conduct.

(d) Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or sub Consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including Attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-Consultants of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including Attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-Consultants of Service Provider.

(c) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term “design professional,” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) City’s Negligence. The provisions of this section do not apply to claims occurring as a result of City’s sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit “C” “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 “Termination of Agreement.” City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub Consultants.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub Consultants, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-Consultants, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give

notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Temple City
Attn: City Manager
9701 Las Tunas Dr.
Temple City, CA 91780

To Service Provider: _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Temple City Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Temple City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 30. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 33. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF TEMPLE CITY

Bryan Cook, City Manager

ATTEST:

APPROVED AS TO FORM

Peggy Kuo, City Clerk

Gregory Murphy, City Attorney

By: _____

By: _____

Its: _____

Its: _____

NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On _____ before me, _____,
(Insert Name of Notary Public and Title)
personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

- A.
- B.
- C.
- D.
- E.

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

- A.
- B.
- C.
- D.

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

- A.
- B.
- C.
- D.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

- A.

B.

C.

D.

V. Service Provider will utilize the following personnel to accomplish the Services:

A.

B.

C.

D.

VI. Service Provider will utilize the following subConsultants to accomplish the Services:

A.

B.

C.

D.

EXHIBIT "B"
COMPENSATION

I. Service Provider shall use the following rates of pay in the performance of the Services:

A. [job] [hourly rate]

B. [job] [hourly rate]

C. [job] [hourly rate]

D. [job] [hourly rate]

E. [job] [hourly rate]

II. Service Provider may utilize sub Consultants as indicated in this Agreement. The hourly rate for any sub Consultant is not to exceed \$_____ per hour without written authorization from the City Manager or his designee.

IV. The total compensation for the Services shall not exceed \$_____, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

EXHIBIT "C" INSURANCE

- A. Insurance Requirements. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Service Provider shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - (1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).
 - (2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.
 - (3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Service Provider and all risks to such persons under this Agreement.
 - (4) Professional Liability. Professional liability insurance appropriate to the Service Provider's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Service Provider shall maintain limits of insurance no less than:

(1) Commercial General Liability. \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

(4) Professional Liability. \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and

appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.

- (3) Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Service Provider shall furnish certificates and endorsements from each sub Consultant identical to those Service Provider provides.
2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.