AGREEMENT WITH INDEPENDENT CONTRACTOR

Ian Moore Design, Inc.
1523 Walnut Street, Cottage Suite
Berkeley, CA, 94709

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:
Department: Office of Economic Development
Attention: Amanda Wallace
Address: 701 Laurel Street
City, State, Zip: Menlo Park, CA 94025
Phone: (650) 330-6623

Project Name: Santa Cruz Side Walk Seating Designs

It is agreed between the City of Menlo Park, California, and Contractor as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for City in accordance with terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the City of Menlo Park.

2. Contract Term. The term of this agreement shall be from 1/21/2015 to project completion unless terminated earlier by the City.

3. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," City shall make payment to Contractor in the manner specified herein and in Exhibit "A." In the event that the City makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the City at the time of contract termination. The City reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed $12,100.

4. Relationship of the Parties. Contractor agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the City and that Contractor acquires none of the rights, privileges, powers or advantages of City employees.

5. Insurance and Indemnity. Contractor, at its own expense, shall provide and keep in force, commercial liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than One Million Dollars ($1,000,000.00) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than One Million Dollars ($1,000,000.00) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than One Million Dollars ($1,000,000.00) per occurrence in respect to damage to property. City shall be named as an additional insured on Contractor's insurance policy. Contractor shall provide City with a certificate of insurance evidencing said coverage prior to commencing work. To the full extent permitted by law Contractor agrees to defend, indemnify and hold City, its employees, agents, and officers, harmless from any and all claims, damages, and liability in any way occasioned by or arising out of the contractor's negligent performance of services under this agreement, breach of contract or construction defects arising out of Contractor's work.

6. Non-assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of City, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

7. Termination of Agreement. The City may, at any time, terminate this Agreement, in whole or in part, for the convenience of City, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the City and shall be promptly delivered to the City. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.
8. **Worker’s Compensation Insurance.** Contractor agrees and understands that the City does not provide Worker’s Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said insurance is the sole responsibility of Contractor.

9. **Payment of Permits/Licenses.** Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

10. **Non-Discrimination.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

11. **Retention of Records.** Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

12. **Merger Clause.** This Agreement, including Exhibit “A” attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document’s date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the City. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit “A” attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES**

Alex McIntyre, City Manager

Date

Contractor’s Signature

Date

46-4663775

Contractor’s Tax I.D. Number or Social Security Number

Attachment: Exhibit A – Scope of Work

Contractor - Please complete the following:
Are you or is your firm a Disadvantaged Business Enterprise (DBE)? Yes ___ No X
A DBE is a firm that is at least 51% owned and controlled by a minority person, including a woman (regardless of her race or ethnicity)
If yes, please check the appropriate DBE category: Latino ___ Asian & Pacific Islanders ___ African American ___ Woman ___
Jim Cogan  
Economic Development Manager  
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025  

April 10, 2015  

RE: Parklet Design Scope of Work  

Dear Mr. Cogan,  

Thank you for the opportunity to provide this scope of work for development of Parklet design for Downtown Menlo Park. This letter presents an outline of the proposed scope of work to be completed by Ian Moore Design, Inc. (IMD). Fee information and deliverables are included with each task.  

Background  

This scope of work provides for design development for two (2) Parklet locations in Downtown Menlo Park identified by staff and business owners; including, one angle parking location and one parallel parking location. This scope includes development of the prototypical design solutions for these two parking configurations and adaptation of these designs to: one specific site for head-in angle parking and one specific site for parallel parking.  

Scope of Work  

1. Field Review  

IMD will conduct field review for the identified parklet locations described above under Background. Field review will include:  

A. Drainage requirements - identification of curb line drainage flow and in street drainage inlet location to guide placement of parklet base/deck drainage slope and any required drainage grates and access/clean out panels in the parklet deck(s)  

B. Slope conditions - measurement of key point elevations at parklet site to identify grade relationships between street/parking lane and top of curb and longitudinal slope along parklet (parallel to street centerline)
C. Utilities - identification of ground level visible utility vaults that may be impacted by parklet construction including but not limited to telecommunications, gas, water, sewer. IMD will not conduct a review of subsurface utility mapping as a part of this task.

D. Parking modification - identification of changes required to existing on street auto, motorcycle and bicycle parking required to accommodate parklet construction. IMD will not conduct an analysis of parking revenue loss (if any) nor provide design recommendations for replacement parking as a part of this task.

E. Base mapping - measurement of existing curb line dimensions and basic geometry at the proposed parklet locations

Task 1 Deliverables:
- Field measurements and notations on scaled base map for two locations

Task 1 Fee
- $2,000

2. Parklet Design

IMD will develop a construction typology for the proposed parklets in order to provide a uniform and consistent set of building blocks for the overall parklet project buildout. The construction typology will include:

A. Dimensions - identification of recommended setbacks from travel lanes, adjacent parking spaces, etc.
B. Parklet base – design and general specifications for parklet base material, curbline drainage system, ADA compliance and base provisions for attachment/placement of planters and perimeter wall systems
C. Parklet perimeter railing/wall systems – design and general specifications for Parklet railing, perimeter wall and planters including basic structural
D. Material recommendations – recommendations for Parklet façade/cladding/design details to ensure consistency with overall Downtown Menlo Park design and aesthetic objectives
E. Parklet planter systems – recommendations for drainage, soil type and installation of Parklet planters
F. Low Water/Low Maintenance Plant Palette – recommendations for plantings for Parklet perimeter plantings
G. Basic Watering Requirements – recommendations for watering
H. Cost Per Square Foot – development of spreadsheet cost table with unit costs for key elements/features to enable cost scaling

Task 2 Deliverables:
- Parklet prototypical design adapted to each of two locations, one parallel parking one head-in angle parking

Task 2 Fee
- $6,600
3. Meetings

IMD will prepare for and attend the following meetings as a part of this project:

A. Staff Meeting – review of Parklet field measurements and design concepts with Economic Development, Transportation, Public Works
B. Staff Meeting – meeting with Economic Development to refine/review designs prior to presentation to Council
C. City Council Presentation – presentation of recommendations to City Council

Task 3 Deliverables:
• Meeting materials, attendance, documentation of required follow up tasks

Task 3 Fee
• $3,500

Total Fee
$12,100