

**CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 24-17**

DATE: February 12, 2025

SERVICES: Architectural Design Services for Korean Pavilion and
Harmony Park Improvement Project at the Friendship Park

PROJECT: Korean Pavilion at Friendship Park

PARTIES TO THE AGREEMENT:

“CITY”: City of Buena Park, a California Municipal Corporation

City Representative: Name: Mina Mikhael
Title: Director of Public Works
/City Engineer
Tel.: (714) 562-3672
Email: mmikhael@buenapark.com

“CONSULTANT”: Steven J. Sohn, a Sohn Architects, PC.

Consultant Representative: Name: Steven J. Sohn
Title: Principal Architect
Tel.: (213) 537-7188
Email: stevensohnaia@gmail.com

SUMMARY OF TERMS:

Start Date: 02/12/2025

End Date: 12/31/2025

Contract Value: \$ 207,580.00 (NOT TO EXCEED)

Services a “Public Work”: NO ☐ YES ☒ (add “PW Exhibit”)

Community Workforce Agreement: NO ☒ YES ☐ (add “CWA Exhibit”)

Insurance Approved By Risk Management: NO ☐ YES ☐

APPROVED BY: ☐ Department Head ☐ City Manager
(select one) *Contract Value ≤ \$10,000* *Contract Value ≤ \$80,000*

☒ City Council
Contract Value > \$80,000
(“Levine Act Exhibit” Required)

**AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE
EXECUTED ON BEHALF OF THE CITY.**

**CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("*Agreement*") is dated as of February 12, 2025, between the City of Buena Park, a California charter city ("*CITY*"), and Sohn Architects, PC, a California corporation, ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "Parties" and individually as a "Party."

1. TERM. The term of this Agreement shall commence on February 12, 2025 and shall remain in full force and effect until December 31, 2025 unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement ("*Term*").

2. SERVICES. Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "*Services*"). CITY may request changes or expansion of the Services (each a "*Modification*") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

3. SCHEDULE OF PERFORMANCE. CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

4. COMPENSATION. The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of \$ 207,580.00 ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. (*Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within

thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT 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 CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of

CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "*Claims*"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be \$2,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

.4 Professional liability: \$1,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfaction of CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT's operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

“delegation” means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY’s prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT’s performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT’s performance of Services under this Agreement. CONSULTANT 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 subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT’s and CITY’s regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word “shall” is mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK
a California municipal corporation

CONSULTANT*

Sohn Architects, a Professional Corporation
Name of Business

Signature

Signature

Name: Mina Mikhael
Title: Director of Public Works
/ City Engineer

Name: **Steven J. Sohn**
Title: **Principal Architect**

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) **SERVICES.** CONSULTANT shall provide to CITY the following Services

The City of Buena Park is undertaking the design, fabrication, and installation of a traditional Korean Pavillion Structure (the "Pavillion") and associated improvements at *Friendship Park* (the "Project"), with the Project proceeding in three phases: (1) certain architectural, design, consulting, and other preconstruction services to be provided by CONSULTANT under this Agreement (the "Services"); (2) the City's future contracting and procurement of a traditional Korean Pavillion Structure from a third-party; and (3) the City's future contracting for construction of the Project with a third-party contractor.

The specific Services to be provided by CONSULTANT under this Agreement include the following:

General Description of Professional Services:

- Analyzing the project requirements and program
- Revising the Pavillion plans in order to meet the owner's and **building code** requirements,
- Providing construction documents including Geotechnical Investigation, Site Survey, Landscape Design, Structural Engineering, and Electrical Engineering Services,
- Contacting and working with governmental agencies toward obtaining ultimate design approval of the Project.
- The scope of architectural services covered in this proposal is in accordance with the American Institute of Architects Standard Form of Agreement Between Owner and Architect , B101, current edition, unless herein noted otherwise, including Schematic Design phase through Construction Administration.

Friendship Pavilion Professional Design Services:

- Design of the Pavilion and modifications necessary to comply with applicable building codes and ADA requirements
- Grading Design for the Pavilion Area
- Design for Pavilion Foundation, Ramp, & Paving Design with Structural Engineering
- Landscaping & Planting Design around Pavilion Area
- Electrical Design & Engineering for Outdoor Lighting
- Oversea (Korea) Procurement and Prefabrication Consulting Services & Assistance for Pavillion Structure (Korean Supplier)

Friendship Monument Design Scope includes:

- Grading Design at Monument Area
- Monument & Stone Sculpture Foundations, & Paving Design with Structural Engineering
- Landscaping & Planting Design around Monument Area
- Electrical Design & Engineering for Outdoor Lighting
- Oversea (Korea) Procurement Consulting Services & Assistance for Monument & Stone Sculptures (Korean Supplier)

Musical Harmony Park Design Scope includes:

- Grading Design at Musical harmony Park Area
- Outdoor Musical Instruments & Paving Design with Structural Engineering
- Landscaping & Planting Design around Musical harmony Park Area
- Electrical Design & Engineering for Outdoor Lighting
- Procurement Assistance for Outdoor Musical Instruments (U.S.A Supplier)

Procurement & Fabrication Consultation Services & Assistance includes:

- Provide design assistance and coordination with supplier of Pavilion Structure to ensure compliance with applicable building codes and ADA requirements
- Oversea (Korea) design, consulting, quality assurance, and assistance obtaining competitive pricing for fabrication and procurement of Pavilion, Monument, and Stone Sculptures
- Design, consulting, quality assurance, and assistance obtaining competitive pricing for Outdoor Musical Instruments from domestic suppliers.
- Shipping & Handling Control and Coordination

Continued on following page

Description of Services Cont.

Procedure for Korean Pavilion Production

The prefabricated Korean pavilion production process, scheduling, quality control and on-site assembly to complete the Friendship Pavilion.

Phase 01: Initial Research and Vetting

- Identifying companies with a strong track record. Review for those with extensive experience in prefabricated Korean pavilion projects. Prioritize companies with a proven history of successful projects. Years in business and specialization in Korean pavilion construction in U.S. are key indicators.
- Investigate the types of materials they use. Inquire about their construction methods and adherence to industry standards. Validate their quality by requesting examples of their past projects and the finishes.
- Determine the extent to which they can customize their designs to comply with the City of Buena Park Building Code requirements, and accommodate proposed unique aesthetic vision, functional requirements, and specific on-site assembly conditions.
- Transparency: For transparent pricing structures, review detailed quotes that outline all costs, including materials, labor, transportation, and installation, and ensure clear timelines for design, fabrication, and delivery.

Phase 02: On-Site Visit and Evaluation (1st Travel in Korea)

- *Visiting the company's production facilities to witness manufacturing processes, the quality of materials used, the overall organization of the facility, the craftsmanship, and the production details. A local architect and coordinator in Korea to accompany on the visit to provide valuable insights into local practices and potential challenges.*
- *Visiting their completed projects. Check the possibility of specific design requirements and incorporate them into the proposed pavilion.*
- *Meeting with Key Personnel: Confirm their expertise and communication style*
- *Material Samples and Mock-ups: Requesting samples of the materials they use, including structural components, cladding, and finishes. If possible, review mock-ups or prototypes*

Phase 03: Presenting to the City Council (April 22, 2025): Presentation to the City Council: Present the proposals from different companies for review and comparison by the City Council.

Phase 04: Contracting Review and Selection: Provide assistance with the City in completed and entering into a contract with the selected provider, with the form of the contract including the City's standard terms and subject to review and approval by the City Attorney.

Phase 05: Pre-Production Quality Control

- Design Review: Conduct detailed design reviews with the company's key personnel, Sohn Architects, and Local Coordinator to identify potential issues with architectural aesthetics, structural integrity, and compliance with building codes. Reviewing shop drawings before production begins. These drawings should clearly show all dimensions, materials, and construction details.
- Production Process Standardization: Develop and document clear manufacturing procedures for each component, including tolerances and quality standards.
- Verify the quality of all raw materials to ensure compliance with specifications.

Phase 06: In-Production Quality Control (2nd Travel in Korea) – 60% of Production

- Visual Inspections: Sohn Architects and Local Coordinator will visit to conduct visual inspections of each component during production.
- The Local Architect as an independent inspector will conduct quality control checks, especially for critical elements.
- Dimensional Checks: Use precise measuring tools to verify dimensions of components against design specifications.
- Assembly Line Checks: Perform quality checks at each assembly stage to ensure proper connections and alignment of components.

Phase 07: Post-Production Quality Control (3rd Travel in Korea) – 100 % of Production

- Final Inspection: Sohn Architects and Local Coordinator will perform a thorough final inspection of each prefabricated pavilion module before shipment.
- Shipping & Handling: Sohn Architects and Local Coordinator will inspect the shipping items list and packing method for the door to door international delivery to the construction site in the City of Buena Park.

Continued on following page

Description of Services Cont.

Phase 08: On-Site Assembly

- Assembly on construction site: With the concrete foundation complete, the on-site assembly of the prefabricated pavilion modules will commence. The assembly will be carried out by a specialized team dispatched from Korea. Prior to their arrival, the project manager shall confirm all site preparations are complete and any necessary permits are in place. The estimated assembly time is two to three weeks. A clear communication channel with the assembly team and project manager to stay informed of progress and address any potential delays.
- Final Inspection: Upon completion of the assembly, conduct a thorough final inspection with the assembly team and project manager. Verify that all components are installed correctly, finishes are satisfactory, and the pavilion meets the agreed-upon specifications.

Scope of Project Design Work

TASK 01: Schematic Design Phase Drawings (60%)

1. A project kick-off meeting with the City of Buena Park.
2. During the Schematic Design Phase, Sohn Architects shall conduct a site inspection to gather the following information:
 - a. Review and investigate existing site conditions.
 - b. Determine project location and layout limits.
3. 60% Design Deliverables:
 - a. Geotechnical Investigation reports and Site Survey plans
 - b. Schematic design package with Friendship Pavilion and Musical Harmony Park design idea and layout.

TASK 02: Design Development Phase Drawings (90%)

1. Comment from Schematic Design submittal review will be incorporated.
2. During the design development phase, Sohn Architects shall coordinate and develop the project drawings with following consultants:
 - a. Landscape Designer, Civil Engineer, Structural Engineer, and Electrical Engineer
 - b. Oversea Local Coordinator for Pavilion, Monument, and Stone Sculptures
 - c. Local Consultant for Outdoor Musical Instruments
3. 90% Design Deliverables:
 - a. Demolition plans identifying items to be demolished and items to be protected in place.
 - b. Proposed Construction plans with Pavilion and Musical Harmony Park including engineering documents & details.

TASK 03: Construction Document Phase Drawings (100%)

1. Review the comments for 90% design plans and specifications, Coordinate and clarify design items with the City and project team.
2. Update the Construction Documents and Specifications to be used for project permitting.

TASK 04: Permitting

1. Building permit submittal documents will be prepared, including all required documents and preparing the permit package for the City to submit to reviewing agencies.
2. If required, documents will be provided for submittal to the City Building and Safety for ADA compliance review.
3. Provide additional documentation as required. The City is responsible for all necessary payment of all permit submittal / review fees.

TASK 05: Bidding and Construction Administration

1. Sohn Architects shall provide the following during project bidding;
 - a. Assist the City for bid document preparation including bid schedule.
 - b. Attend pre-bid meeting.
 - c. Respond to requests for information during the bidding phase
 - d. Prepare any plan and specification corrections, as required.
2. Construction Administration Services during Construction will be proposed as following
 - a. Shop drawing submittals by the chosen contractor will be reviewed for conformance with the construction documents.
 - b. Contractor requests for information (RFI) will be addressed, and submittals will be reviewed.
 - c. If required, additional engineering will be provided with additional costs
 - d. A final on-site review of construction and a completion punch list will be generated and Contractor's final As-Built drawing will be reviewed.

- 2) **SCHEDULE OF PERFORMANCE.** CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

See Project Schedule in Exhibit "B" attached and incorporated into the Agreement.

- 3) **COMPENSATION SCHEDULE.** CONSULTANT shall be paid for performing the Services at the follow rates and times:

Total maximum compensation not to exceed \$207,508.00, to be paid on a percentage complete basis. See Preconstruction Budget in Exhibit "C" attached and incorporated into the Agreement.

EXHIBIT B

Attach Project Schedule from Consultant's Proposal behind this Page

PROJECT SCHEDULE

Friendship Park Pavilion, Buena Park, California

Project Owner: City of Buena Park

Today's Date: 2/3/2025 (Mon) (vertical red line)

Start Date: 2/17/2025 (Mon)

First Day of Week (Sun=1): 2

[illegible]

EXHIBIT C

Attach Construction Budget from Consultant's Proposal behind this Page.



PLANNING
ARCHITECTURE
GRAPHICS
INTERIORS

Sohn Architects

1501 E. Artesia Blvd, Long Beach, California 90805
t: 213 . 537 . 7188 / f: 213 . 537 . 7144
StevenSohnAia@Gmail.com

January 24, 2025

Project: Friendship Pavilion at Friendship Park, City of Buena Park
Address: 5290 Cameron Dr., Buena Park, California 90621

PRE-CONSTRUCTION BUDGET

<i>Description</i>	<i>Cost</i>	<i>Sub Total</i>
Pre-Construction		
<i>Design & Engineering</i>		\$148,580.00
Architectural Design	\$55,600.00	
Landscape Design	\$21,580.00	
Structural Engineering	\$17,400.00	
Electrical Engineering	\$9,000.00	
Civil Engineering	\$13,200.00	
<i>Geotechnical & Geological Investigation</i>		
Land Survey	\$15,300.00	
Soil Testing Engineering	\$9,900.00	
Percolate Test	\$6,600.00	
<i>Project Management & Coordination</i>		\$59,000.00
Project Management	\$16,000.00	
Oversea Local Coordination (6% - 10% of Pre-Fab. Budget)	\$25,000.00	
Pavilion Fabrication Quality Control	\$13,800.00	
Sundial & Pedestal Fabrication Quality Control	\$600.00	
Stone Sculptures Fabrication Quality Control	\$7,200.00	
Shipping & Handling Control	\$3,400.00	
Travel & Lodging Expenses	\$18,000.00	
Air Travel Expenses (2 times x 2 passenger)	\$8,100.00	
Lodging Expenses (2 times x 6 night)	\$3,600.00	
Automobile Rental (2 times x 7 days)	\$2,100.00	
General Travel Expenses (incl. Daily Meals)	\$4,200.00	

TOTAL PRE-CONSTRUCTION COSTS

\$207,580.00

EXHIBIT D

PUBLIC WORKS - CALIFORNIA LABOR CODE REQUIREMENTS

(Labor Code §§ 1720 *et seq.*, 1813, 1860, 1861, 3700)

If the Services, in whole or in part, constitute “public works” as defined by California law, then CONSULTANT shall comply with the terms and conditions set forth in this PUBLIC WORKS EXHIBIT.

“Public works” include, but is not limited to the following: BOUNDARY SURVEY WORK, TOPOGRAPHICAL SURVEY WORK, RELOCATION WORK, CONSTRUCTION INSPECTION, TESTING AND OVERSIGHT SERVICES, SITE ASSEMBLY WORK, PRECONSTRUCTION TESTING AND INSPECTION SERVICES, INSTALLATION AND REMOVAL OF TEMPORARY FENCING AT PROJECT SITES, OR GEOTECHNICAL WORK (INCLUDING SOIL AND COMPACTION TESTING, FIELD TECHNICIAN OBSERVATION OF ALL TRENCHING AND BACKFILL OPERATIONS, AND FIELD TECHNICIAN INSTALLATION OF MONITORING DEVICES).

As to any portion of the Services that are “public works,” CONSULTANT shall comply in all respects with all applicable provisions of the California Labor Code, including the following:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and CITY and CONSULTANT agree to be bound by all the provisions thereof as though set forth fully in this Agreement.
2. CONSULTANT shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.
3. CONSULTANT agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Applicable prevailing wage determinations are also on file with CITY and are available to any interested party upon request. CONSULTANT shall, as a penalty to CITY, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by any subcontractor.

4. Pursuant to California Labor Code Section 1771.4, CONSULTANT’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

5. CONSULTANT shall comply with the provisions of California Labor Code Section 1776 which, among other things, require CONSULTANT and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform CITY of the location of the records. CONSULTANT is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. CONSULTANT shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONSULTANT is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
7. CONSULTANT shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONSULTANT hereby certifies as follows:

"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 Agreement.

EXHIBIT E

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL (OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than \$250 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

YES ___ NO ___

If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

YES ___ NO ___

If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

NAME OF COMPANY

NAME, TITLE