



**REQUEST FOR PROPOSALS FOR**  
***DESIGN SERVICES FOR NEW POLICE***  
***DEPARTMENT (PD) STATION***

**Project CC23-004**

**Proposal Due Date:**

**AUGUST 31, 2022**

**2:00 P.M. PST**

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**CITY OF VICTORVILLE  
SECTION A - REQUEST FOR PROPOSALS  
RFP FOR DESIGN SERVICES FOR NEW PD STATION  
PROJECT CC23-004**

- A. **INTRODUCTION:** The City of Victorville (hereinafter referred to as City) is requesting sealed proposals from qualified **Consultant to Design New Police Department Station**.
- B. **SUBMITTAL LOCATION, CLOSING DATE, AND TIME:** Proposals will not be received after the "closing" date and time indicated. Faxed or emailed proposals will not be accepted.

**Submittal Closing: August 31, 2022 2:00 p.m. PST**

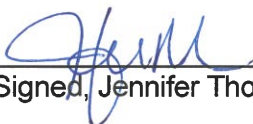
**Location:** City of Victorville - City Hall  
Finance Department  
14343 Civic Drive, 2<sup>nd</sup> Floor, Victorville, California 92392

- C. **INQUIRIES:** Any prospective Consultant desiring an explanation or interpretation of the solicitation, specifications, etc., must request it in writing, by August 24, 2022 at 2:00 p.m. to allow a reply to reach prospective Consultants before the proposal submission date. In order to receive such information, Consultants must submit a request in writing to the individual identified below. Verbal explanations or instructions given during any phase of this solicitation will not be binding. Any information given a prospective Consultant will be furnished promptly as an amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective bidders. Inquiries regarding this solicitation should be directed to:

Celeste Calderon, Finance Specialist  
City of Victorville, 14343 Civic Drive, Victorville, CA 92392  
Phone (760) 955-5082 Fax (760) 269-0045  
E-mail: ccalderon@victorvilleca.gov

Please reference "Request for Proposal CC23-004" when contacting the City regarding this solicitation. The City of Victorville web page, <http://victorvilleca.gov>, under the heading "Bids", will contain a reference to this document which is posted on [www.ebidboard.com](http://www.ebidboard.com).

- D. **SELECTION CRITERIA:** Staff will review proposals and select the consultant(s) most qualified to provide the requested services. Staff may contact the firm(s) for additional information or clarification. Selection among the proposals received will be based upon the Criteria (see below); if the firm is qualified; has no conflicts of interest with the City; adheres to the RFP instructions; quality of work; if the firm has the expertise, experience, and staff; and cost (cost will not be the primary factor in the selection).
1. Qualifications, related experience, and references.
  2. Proposed staffing and organization
  3. Work Plan

  
Signed, Jennifer Thompson, City Clerk

**CITY OF VICTORVILLE  
SECTION B - TERMS AND CONDITIONS  
RFP FOR DESIGN SERVICES FOR NEW PD STATION  
PROJECT CC23-004**

NOTE: IT IS THE OFFERER'S RESPONSIBILITY TO EXAMINE  
THE "REQUEST FOR PROPOSAL" SOLICITATION IN ITS ENTIRETY  
PRIOR TO SUBMITTING A PROPOSAL

1. **WAITING PERIOD:** Proposals shall be firm offers, subject to acceptance or rejection for a period of up to ninety (90) days from the date of the proposal opening until proceedings are completed and an award is made. Consultant shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

2. **INSURANCE – CONSULTANT/PROFESSIONAL SERVICES**

**COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

- a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Commercial General Liability Insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Consultant or its officers, employees, servants, volunteers, and agents and independent Consultants.
- b. Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during the Option Period, if applicable), Commercial Vehicle Liability Insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Consultant or its officers, employees, servants, volunteers, agents and independent Consultants in performing the services required by this Agreement.

**WORKERS' COMPENSATION INSURANCE**

- a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.
- b. If any class of employees employed by the Consultant pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

**PROFESSIONAL LIABILITY INSURANCE**

Professional Liability Insurance or Errors and Omissions insurance as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

**ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation and Professional Liability, shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent Consultants, including,

without limitation, the City Attorney, as Additional Insured's.

**WAIVER OF SUBROGATION RIGHTS**

Consultant shall require the carriers of all required insurance policies, with exception to Professional Liability, to waive all rights of subrogation against the and its officers, employees, servants, volunteers, agents, and independent Consultants. Each policy of insurance shall be endorsed to reflect such waiver.

**PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS**

- a. Consultant shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.
- b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.
- c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.
- d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term (and during the Option Period, if applicable), of this Agreement.
- e. The Commercial General Liability and Vehicle Liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Consultant's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Consultant's insurance and shall not contribute with it."

Consultant shall review the sample agreement, attached hereto, for additional required insurance criteria.

- 3. **PROPOSAL INCLUSIONS:** The "Request for Proposal" documents shall be returned in their entirety, with **ALL** applicable portions fully completed by the Consultant. All Consultants are encouraged to review and confirm that their proposal includes and specifically addresses all of the proposal requirements prior to submitting as outlined elsewhere in this document.
- 4. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING:** Any Consultant may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the City will consider the Consultant's proposal null and void and return the proposal to the Consultant unopened. Withdrawal of Consultant's proposal will not prejudice Consultant's resubmittal for this or any future proposal(s).
- 5. **MISTAKE IN PROPOSAL:** Any Consultant may withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Consultant can establish to the City's satisfaction, that a mistake was made in preparing the proposal.
  - 1. A Consultant declaring a mistake must provide a written notice to the City within five (5) calendar days following the scheduled closing date, specifying in detail, how the mistake

occurred, and how the mistake made the proposal materially different than it was intended.

2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal. A Consultant who claims a mistake shall be **prohibited** from submitting further proposals on the Project on which the mistake was claimed.
6. **PROPOSAL LABELING:** The proposal shall be submitted in a **sealed envelope** with all original pages intact provided on Section D Forms Pages 19 and 20. Proposal envelopes must be **plainly marked** and submitted as follows:

**SEALED PROPOSAL FOR RFP FOR DESIGN SERVICES FOR NEW PD STATION,  
PROJECT CC23-004**

7. **PROPOSAL SUBMITTAL:** All Consultants shall complete and return **one (1) original** and **four (4) copies** of their proposal to City of Victorville, 14343 Civic Drive, Victorville, CA 92392, attention Finance Department, Purchasing Section. All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. **Any proposal found to be illegible or incomplete shall be considered for rejection.** Whether sent by courier, mail, or by means of personal delivery, Consultants assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. **Faxed or emailed** proposals or modifications will **not** be considered. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names, will not be considered.
  1. The documents listed on the Submission Certification form (see Section D) must be included with your proposal submittal for a proposing Consultant to be considered.
  2. Consultants should send the completed proposal consisting of one (1) original and four (4) copies to the address noted in paragraph H, above.
8. **PROPOSAL ACCEPTANCE:** The City reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The City further reserves the right to award the contract to other than the ranked number one (1) Consultant if such action is deemed to be in the best interest of City.

The award of the contract, if awarded, will be made within ninety (90) working days after opening of the proposals. The bidder's signature on the Cost Proposal Form shall constitute a commitment on the part of that Consultant to furnish the service as set forth in the Cost Proposal Form and the Specifications. The Cost Proposal Form, together with the Technical Provision and Scope of the **DESIGN SERVICES FOR NEW PD STATION, PROJECT CC23-004**. RFP, proposed to be furnished, shall all be considered as part of the contract between the City and the Bidder to whom a Purchase Order is issued. Furthermore, the bidder to whom the contract is awarded shall provide the **DESIGN SERVICES FOR NEW PD STATION, PROJECT CC23-004** as set forth herein.

9. **TERM OF CONTRACT:** The estimated term of this Contract is for One Hundred Twenty days (120) upon execution, with options for extensions unless sooner terminated in accordance with the provisions of the Consultant/Professional Services Agreement, and subject to satisfactory performance as determined by the City of Victorville.

10. **CARE AND CUSTODY:** The contractor accepts full responsibility for the security against loss or damage to the articles involved while in his possession or the possession of any of his agents. Contractor shall reimburse the City for any loss or damage to City articles in his or his agents care or custody.
11. **INTERPRETATION OF DOCUMENTS:** During the proposal solicitation period, should a Consultant find discrepancies or omissions in any part of the "Request for Proposal," or should the Consultant be in doubt as to their interpretation, the Consultant shall immediately notify the contact indicated, above. Should it be found necessary, an addendum will be sent to all Consultants. Any addenda issued prior to the scheduled proposal closing date and time, shall form a part of this solicitation and shall become a part of the submitted proposal.

Exceptions to this Request for Proposals: Any changes from the provisions of this Request for Proposals, which may be desired by the Consultant, shall be specifically noted on the form provided in Section D.

12. **PROPOSAL FEE:** Consultant's proposal fee shall be indicated on **Proposal Sheet** (provided in Section D), for Design Services for the City, as required in Section C, "Technical Provisions and Scope." Each Consultant shall fully complete **all** parts of the Proposal Sheet, or their Proposal may be considered for rejection.
  1. Be advised that, at any time, the City may require the Consultant to further itemize and detail components of any or all proposal fee(s), invoices, etc.; e.g., labor, materials, sales tax, etc.
  2. All items presented by the successful Consultant in his/her proposal shall be subject to negotiations between the City and the Consultant. This may include, but is not limited to, scope, composition of the project team, time frame and fees.
13. **PUBLIC RECORD:** Be advised that **all** information contained in submitted proposals shall become a matter of public record and subject to public disclosure pursuant to a valid request made under the California Public Records Act, *Gov. Code §§ 6250 et seq.* (the "**CPRA**"), upon award of a contract. The City will not disclose any part of any proposal before it announces a recommendation for selection on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals will be subject to public disclosure. Should Consultant believe that submitted information is exempt from disclosure under the CPRA, Consultant must identify all such material by conspicuously marking the same "**confidential**" or "**proprietary**". In addition, Consultant shall identify the specific exemption of the CPRA justifying nondisclosure of the information. In the event Consultant requests notification from the City of receipt of a CPRA request seeking such information, the City will provide notification of such a request to Consultant as soon as is reasonably practicable. The City will produce or exempt material in accordance with the CPRA in its sole and absolute discretion. In the event Consultant believes such information should be withheld or exempted, Consultant may bring appropriate legal action, including, without limitation, a reverse Public Records Act suit, to protect its alleged interests.
14. **CONTRACT EXECUTION:** The Consultant shall execute a contract (Agreement) with City for the services to be provided. A sample Agreement is provided as Attachment "A" at the end of this RFP.



15. **ACCEPTANCE AND PAYMENT:** Consultant's invoice(s) shall include reference to the Purchase Order number issued for the services and be accompanied by detailed supporting documentation. City shall pay the Consultant's properly executed invoice, subject to approval by the Project Manager, within thirty (30) days following receipt of the invoice. Invoice submittals shall be paid for the cost per unit of work completed during the invoiced period. Payment will be withheld for any services which do not meet or exceed City requirements or have proven unacceptable until such services are corrected, resubmitted and accepted by the City.
16. **FEDERAL, STATE, AND LOCAL LAWS:** The Consultant and all sub-Consultants shall comply with all applicable federal, state, and local laws, rules, and regulations.
17. **RETENTION OF AND ACCESS TO RECORDS:** At all reasonable times during the term of this contract and for a minimum of three years following final settlement, City, and any designated representative shall have access to all records related to work performed under this contract and the Consultant and all subcontractors shall make such records available for inspection, audit, copying excerpts and transcriptions.
18. **DRUG-FREE WORKPLACE REQUIREMENTS:** The Consultant and all subcontractors shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).
19. **AMERICANS WITH DISABILITIES:** The Consultant and all subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 1201 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
20. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
  1. Amendments to the RFP/Agreement
  2. City Request for Proposal number CC23-004, including the fully executed contract
  3. Consultant's proposal.
21. **CONFLICT OF INTEREST:** No member, officer, or employee of the City of Victorville engaged in the selection, award, or administration of this Contract shall have any prohibited conflict of interest, whether real or apparent, in this Contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no member, officer, or employee of the City has any interest, whether contractual, non-contractual, financial, or otherwise, in this transaction or in the business of the contracting party other than the City, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made, in writing, to the other party or parties; even if such interest would not be considered conflict of interest under Article 4 (commencing with Section 1090) or Article 1 (commencing with Section 87100) of Chapter 7 of Title 9 of the Government Code of the State of California.

22. **DISPUTES:** Except for such claims as defined in and covered by California Public Contract Code section 9204 any controversy or claim arising out of or relating to the

provisions of any Construction Contract awarded for this project, or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.

23. **AFFIRMATIVE ACTION:** The City hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposal in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the proposals for award of contract.
24. **INDEMNIFICATION:** Notwithstanding the limits of any insurance, Consultant shall indemnify City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Consultant, its agents, employees, subconsultants, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Consultant hereunder, or arising or alleged to arise from Consultant's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of City its officials, officers, agents, volunteers or employees, and in connection therewith:
1. Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
  2. Consultant will promptly pay any judgment rendered against City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Consultant's (or its agents', employees', subconsultants' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Consultant agrees to save and hold City, its officials, volunteers, officers, agents, and employees harmless there from;
  3. In the event, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant shall pay to City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.
  4. Consultant's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, Penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), Resource Conservation and Recovery Act of 1976 (RCRA), the Hazardous and Solid Waste Amendments of 1984, the Hazardous

Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time. The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractor

25. **HIRING OF UNDOCUMENTED IMMIGRANTS PROHIBITED:** Consultant shall not hire or employ any person to perform work within the City or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.
26. **CITY BUSINESS LICENSE:** The Consultant and each of its subcontractors shall obtain a City business license prior to commencing work for the City of Victorville.
27. **TERMINATION FOR CONVENIENCE:** The City of Victorville may, by written notice, terminate this contract in whole or in part, when deemed in the City's interest. Upon termination of this contract, the City of Victorville shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.
28. **TERMINATION FOR DEFAULT:** The City of Victorville, may, by written notice of default to the Consultant, terminate this contract in whole or in part if the Consultant fails to:
  1. Perform the services within the time specified in this contract or any extension; or
  2. Make progress, so as to endanger performance of this contract; or
  3. Perform any of the other provisions of this contract.
29. **PROHIBITED INTEREST:** No member, officer, or employee of the City of Victorville engaged in the selection, award, or administration of this Contract shall have any prohibited conflict of interest, whether real or apparent, in this Contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no member, officer, or employee of the City has any interest, whether contractual, non-contractual, financial, or otherwise, in this transaction or in the business of the contracting party other than the City, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made, in writing, to the other party or parties; even if such interest would not be considered conflict of interest under Article 4 (commencing with Section 1090) or Article 1 (commencing with Section 87100) of Chapter 7 of Title 9 of the Government Code of the State of California.

30. **OWNERSHIP OF MATERIALS & DOCUMENTS:** The City retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this document. Said materials and documents are confidential and shall be available to the City from the moment of their preparation, and the Consultant shall deliver same to the City whenever requested to do so by the Project Manager and/or the City. The Consultant shall provide the city with an electronic

version of all project-related documents, including all text documents and drawings. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the City.

31. **CONFIDENTIALITY**

Before the award of the contract, all proposals will be designated confidential to the extent by permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all proposals), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposals confidential will be regarded as non-effective and will be disregarded.

32. **AMENDMENTS & REQUESTS**

The City reserves the right to amend the Request for Proposal by addendum before the final proposal submittal date.

33. **NON-COMMITMENT OF THE CITY**

This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract these services. All products used or developed in the execution of any contract resulting from this Request for Proposal will remain in the public domain at the completion of the contract.

34. **GENERAL COMPLIANCE WITH LAWS**

The Consultant shall be required to comply with all federal, state and local laws and ordinances applicable to work.

35. **NON-DISCRIMINATION CLAUSES AND STATEMENT OF COMPLIANCE**

The Consultant must include article XVI, below, in all subcontracts to perform work under the contract.

36. **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

A. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this Agreement, Consultant and its subConsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant & subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and subconsultants shall comply with the provisions of the Fair

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REQUEST FOR PROPOSAL CC23-004 DESIGN SERVICES FOR NEW PD STATION

Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §11135-11139.5, and the regulations or standards adopted by the City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the City shall require to ascertain compliance with this clause.

E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

G. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The Consultant shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

37. **Prevailing Wage and Department of Industrial Relations Registration Requirements.**

Work deemed to be "public works" under California law are subject to the prevailing wage requirements pursuant to the California Labor Code and will be subject to prevailing wage rate compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Further, both the prime consultant and any member of the consultant team required to hold a contractor's license to perform the work assigned to that team member must be registered with the DIR pursuant to Labor Code Sections 1725.5 and 1770 et seq. prior to submittal of any proposal. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to the Labor Code. Proof of such required registration for both the prime consultant and the specific team member holding the contractor's license must be submitted with the proposal. Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth.

California State Prevailing Wage information is available through the DIR website

at the following links:

- DIR FAQ: [www.dir.ca.gov/OPRL/FAQ\\_PrevailingWage.html](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html)
- DIR Wage Determination: [www.dir.ca.gov/oprl/DPreWageDetermination.htm](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm)

**CITY OF VICTORVILLE  
RFP FOR CFD FISCAL IMPACT ANALYSIS AND FORMATION SERVICES  
PROJECT CC22-080**

**SECTION C – SCOPE OF SERVICES**

**1. Introduction**

The City of Victorville (“City”) is seeking the services of a qualified “Designer” to provide Design Services for the design and construction of a new Police Station and civic plaza in Victorville, California (“Project”). The City is requesting services of a Designer throughout conceptual planning, schematic design, design development, construction, and final closeout of the project.

**2. Background**

The City of Victorville has determined that the current Police Station does not have the capability of housing additional personnel and that a new Police Station is required to provide and sustain the current level of public safety services for the City for the long-term benefit of the Victorville residents. The new Police Station will be constructed on City owned land, on or across from Victorville City Hall, located at 14343 Civic Drive. The expectation is that the final design package will include an accurate project estimate to construct the new Police Station and civic plaza. City staff will seek approval of the Final Design at the City Council Meeting in Fall of 2022 allowing construction to begin in 2023.

**3. Project Description, Objectives and Scope of Services**

This project consists of design and construction of a new 50,000 +/- sq. ft. state of the art Police Station and civic plaza on City owned land. The duties of the Designer shall include, but need not be limited to:

1. preparation of master plans, studies, surveys, soil tests, cost estimates or programs;
2. preparation of drawings, plans, or specifications, including but not limited to schematic drawings, preliminary plans and specifications, working plans and specifications or other administration of construction contracts documents;
3. supervision or administration of a construction contract;
4. construction management or scheduling.

**Specific Scope of Services:**

The Firm shall provide the following services for the project described in the RFQ. These services have been separated into three phases as follows:

**Phase I – Programming / Conceptual Plan Development / Due Diligence Activities**

The Firm shall assist the City in defining the scope and budget of the project and provide operations and program assistance to produce an efficient and effective facility.

The following is a summary of the anticipated services of the Firm associated with this phase:

1. The Firm shall visit and familiarize themselves with current Police and Corporate Yard facilities.
2. Review initial programming documentation associated with a new facility.
3. Meet with the Police staff and other selected City stakeholders to review program requirements and to confirm the current and future needs of the Police. Prepare a “Program of Spaces”

documenting room by room, functional needs, and adjacencies to be used as the design program. Programming recommendations shall include identifying operational efficiencies and adjacencies which may be achieved by constructing a new facility. Recommendations may include reorganization of operations and spaces to meet current industry standards for public safety facilities.

4. Access the current conditions associated with the Police Department and Corporate Yard. Issues to consider may include, but are not limited to; over occupancy, up to current building and safety codes, asbestos and lead free, parking, etc.

5. Prepare documentation to justify the needs to the City.

6. Prepare a survey to determine the best suitable site for the new station (Either on property south of City Hall or on property to the West of City Hall).

7. Identify the site for the new facility with conceptual level cost estimates for each site.

8. Evaluate each site and identify the advantages and disadvantages of each.

9. Determine if a single story or multi-story building is suitable.

10. Demonstrate the ability to incorporate a civic memorial space and tree lighting site through the modifications to the property south of City Hall or in connection with the new facility west of City Hall.

11. Assist the City in selecting a preferred site that will also accommodate the numerous City events that take place on City Hall property. Events include, but are not limited to; Fall Festival, Tree Lighting, Halloween Candy Giveaway, and MLK March, therefore, the Firm shall also consider the relocation of City owned memorial monuments.

12. Utilizing the preferred site, prepare a conceptual plan for the future site. The plan shall identify a preferred conceptual building and site plan consisting of office/office support areas, employee facilities (locker/shower/toilet/muster), material storage areas, wash area, and vehicle/equipment storage area. Work shall include identifying potential reorganization of the current site functions to improve efficiency and security at the site. Site function to be evaluated include, but are not limited to, site circulation, bulk material storage areas, and public/employee parking areas. In connection with the site modifications, evaluate reducing travel lanes along Civic Drive approaching the subject site and City Hall to reduce speeds, accommodate a civic plaza comprised of civic memorial spaces, holiday tree lighting area and enhanced pedestrian connections. A construction phasing plan shall also be developed to demonstrate how the new facility can be constructed while maintaining nearby operations.

13. Provide subsurface exploratory soil borings on site to confirm subsurface conditions and provide design data for foundations.

14. Conduct preliminary permitting activities consisting of a zoning analysis and meetings with the permitting authorities (Planning Staff and Building Official). Use the data from the meeting to develop an outline of the permitting activities to be completed in the next phase of the project.

15. Identify potential alternative energy solutions and sustainable design elements that may be incorporated into the new facility to assist the community in developing an energy efficient facility.



16. Provide a conceptual cost estimate for the preferred site, to be presented to the City Council.
17. Meet with various City departments as necessary to assist in demonstrating the need, identifying the benefits of a new facility, and obtaining project approval.
18. The Firm must provide a color rendering of the proposed Police Station with the Proposal Submittal. This should be in high resolution (available in electronic format) fit for reproduction.

### **Phase II – Schematic Design**

Phase II and III will be considered “Optional” and may be exercised at the option of the City if it elects to move forward with implementing the conceptual design resulting from Phase I. The services below will only be authorized as funding becomes available.

The Firm shall provide the following Schematic Design services:

1. The Firm shall implement the findings of Phase I including the conceptual plans, cost estimate, and design guidelines. The Firm shall advise the City as to whether any aspects of the Project should be modified within a particular area.
2. The Firm is expected to coordinate all issues and discussions involved with the project and advise the City as to the budget implications resulting from decisions made about the building, at appropriate stages of design.
3. The Firm shall prepare Schematic Design Documents as follows:  
The Firm shall utilize the design from Phase I to prepare schematic design documents. Documents shall consist of schematic drawings including floor plans, elevations, and site plans to establish basic design ideas and respective cost estimates as set forth in Phase I of the scope of services. The final schematic drawings shall include plans or narratives for civil/site, sewerage treatment and disposal systems, geotechnical/foundation, structural, mechanical (HVAC and plumbing), electrical, and fire protection. The Firm shall prepare a schematic design cost estimate based on the approved final schematic design drawings. Schematic Design deliverables shall include:
  - a. Existing conditions plan
  - b. Site Construction/Layout Plan
  - c. Grading and drainage plan
  - d. Architectural floor plan
  - e. Building elevations
  - f. Architectural typical wall section
  - g. Industrial Equipment plan showing general equipment locations and descriptions
  - h. Narratives

### **Phase III - Final Design and Construction Administration Services**

Design the Facility, complete the construction documents, bid the project, and oversee construction. The Firm shall provide the following services:

1. The final design of the new facility shall be completed in two phases as follows:  
Design Development: The Firm shall utilize the approved schematic design plans to prepare design development documents consisting of plans, outline specifications, and cost estimates and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to enable the City to understand the progress and development of the Project. Such plans, outline specifications, and cost estimate shall be subject to the written approval of the City.

The Firm shall submit to the City for approval two (2) copies of said design development documents on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Firm shall have obtained from the City an extension of time in writing. The Firm shall prepare a design development cost estimate based on the approved design development drawings. The Firm shall also assist the City in obtaining the necessary permits for the project during this phase.

Construction Documents: The Firm shall utilize the approved Design Development documents to complete working plans and specifications in sufficient detail to permit firm bids in open competition for construction of the project, and a detailed cost estimate. Said plans and specifications shall be based on the approved design development, outline specifications and construction cost estimate. Such working plans and specifications and cost estimates shall be subject to the written approval of the City. The Firm shall furnish to the City for approval two (2) sets of the said plans, specifications, and construction cost estimates. Following the approval of the plans, specifications and construction cost estimates, the Firm shall incorporate all changes required by the City in the working drawings and specifications and shall prepare and transmit to the City one electronic set of Construction Contract Documents for bidding. The Firm shall also prepare a final design cost estimate at 80% construction documents.

#### **Construction Administration Services**

1. Upon receiving approval from the City to proceed to Construction, the Firm shall provide the following basic services for the project for an anticipated construction schedule of 20 months. The 20-month schedule shall begin when the City issues a Notice to Proceed to the most responsible and responsive general contractor or executes a contract with said general contractor, whichever comes first.
2. Attend pre-construction conference to discuss the general project requirements with the Contractor, OPM, and the City.
3. Attend regularly scheduled construction meetings with the contractor, OPM, and City on a weekly basis and prepare and distribute minutes of each meeting. Meeting minutes shall contain a brief outline of issues discussed, an update on the progress of work, and a record of suggestions / recommendations / decisions of the meeting. For the purpose of this proposal, the Firm's services shall be budgeted over a 20-month construction duration.
4. Provide project management services from bid through construction that coordinates with the GC and the City.
5. Review and approve contractor shop drawings, product submittals, and samples. Review of the shop drawings, product submittals, and samples shall be for the submitted items only and such reviews shall be to determine if the submitted items is in general conformance with the design intent of the contract documents.
6. Review and respond to project requests for information during construction.
7. Review contractor payment requisitions and advise the City if the payment request is representative of the progress of work.
8. Review change order requests or issue construction change directives as necessary. All formal approvals of change orders or construction change directives are subject to City approval.

9. Conduct periodic observation for each major discipline including geotechnical, civil, structural, architectural, industrial equipment, mechanical, electrical, and plumbing to become generally familiar with the progress and quality of the Work. The Firm shall report in writing to the City any deviations observed at the time the periodic observation was conducted.

10. Conduct substantial completion and final inspections. Upon conducting a final inspection, issue final construction affidavits indicating that the work has been generally completed in accordance with the contract documents to the best of the Firm's knowledge, information, and belief based on periodic observations of the Work.

11. Monitor submission of close-out documentation from the contractor including operation & maintenance manuals, warranties, as-built drawings (prepared by the contractor), and final certificate of completion. Additional services are subject to authorization by the City include site surveys, traffic surveys, investigation, and reports.

**SELECTION COMMITTEE**: All proposals will be reviewed by the selection committee with regard to qualifications and experience. Those qualified Consultants may be invited to make an oral presentation to the selection committee, if needed. The final recommendations will be presented to the City Council for a majority vote. The selection committee shall consist of representatives of the City.

## **QUALIFICATIONS**

### **A. Professional Qualifications**

1. State the full name and address of your organization with specific information, i.e., federal identification number, date of inception or incorporation, etc.
2. State the history of your organization.
3. State your ability to respond to an emergency response service call, including guaranteed response time (less than four hours is preferred).

### **B. Past Involvement on Similar projects**

List your organization's specific experience in the following areas:

1. Service Contracts with Municipalities, or government agency preferred (provided on Section D Forms – Vendor Reference).

### **C. Submittals**

One (1) original and four (4) copies of the Proposal must be received by the City of Victorville no later than **2:00 p.m., PST, on August 31, 2022**. Proposals should be addressed to:

City of Victorville  
14343 Civic Drive  
Victorville, CA 92393-5001  
Attention: Celeste Calderon

Submittals shall be in a sealed, opaque envelope, clearly labeled to identify them as proposals for the subject matter.

Submittals shall also include:

1. Designate who will be the principal in charge of the project, and who will be the City's contact throughout the life of the project.
2. Provide a representative listing of projects completed in the past five (5) years, with special emphasis on projects similar to this one.
3. List any other information that might aid in the City's selection committee review process, as related to the Consultant's qualifications.
4. Provide a detailed breakdown of the time schedule, and ability to respond to twenty-four (24) hour emergency service calls.
5. Proposals shall be signed by an officer authorized to bind the Consultant and shall contain a statement to the effect that the proposal constitutes a firm offer for at least ninety (90) days from the last day for receipt of proposals set forth herein.
6. Please provide resumes with your proposal for all proposed personnel.

### **CONSULTANT SELECTION CRITERIA AND WEIGHTS**

The primary objective of the City of Victorville is to select a qualified Consultant to perform the Work identified in the Scope of Work as identified herein. In addition, the City of Victorville has established the following criteria for the selection process:

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the firm will be based on clearly stated objectives, identified in this RFP.
- C. Selection of the firm shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required Work identified in the  
  
Scope of Work.
- D. Upon review of the proposals, a shortlist of firms within the competitive range may be invited to an interview with Victorville City staff located at 14343 Civic Drive, Victorville, CA 92392. Alternatively, the interview may be a virtual meeting. The contract will be awarded to the most technically qualified Consultant best conforming to the RFP, which is in the opinion of the City of Victorville, most advantageous to the City, and with which a successful negotiation and agreement on cost and price can be concluded. The determination of the competitive range is at the sole discretion of the City of Victorville's Evaluation Committee.
- E. The City of Victorville reserves the right to reject any and all proposals. The City is under no obligation to award a contract for the subject Work. At the conclusion of the evaluation process, the Evaluation Committee will recommend to the body or officer having authority to award the Contract on behalf of the City ("Awarding Authority") the Consultant who ranked the highest in overall score. The City reserves the right to request additional information and/or clarification from any or all Consultants to this RFP, but is under no obligation to do so.
- F. Proposals will be evaluated based on the criteria and weights identified herein:
  - **Qualifications, Related Experience and References:** Consultant's experience, years in business, and past and current client references; technical expertise and

professional competence in areas directly related to this RFP, number of years' experience performing similar work; demonstrated ability to manage and coordinate the Work; deliver quality products and services; deliver projects within budget and on schedule; and experience working with public agencies identified in the RFP. – **30 points.**

- **Proposed Staffing and Project Organization:** Technical expertise and professional competence in areas directly related to the work identified in this RFP; level of experience; knowledge of state and federal guidelines and requirements; certifications and licenses required and training of key personnel assigned, including subconsultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources; coordination of Work and quality control; availability of proposed staffing; and concurrence with restrictions on changes in key personnel. – **30 points.**
- **Work Plan:** Depth of understanding of the City's needs and requirements, and understanding of the Scope of Work; Consultant's approach and methodology/systems reflecting the ability to provide the requested Work; demonstrated knowledge of the Work being request; identification and knowledge of all requirements cited in the Scope of Work; and proposed technical or procedural innovations identified in the proposal. – **40 points.**

- G. The City may select the highest ranked Consultants to participate in the interview process. However, staff may decide to forgo interviews. The number of Consultants so invited will be at the discretion of the City but will not be less than two. Consultants who are invited to the interview will be asked a series of questions which will be scored. The maximum score for the Interview phase will be 100%. Upon completion of the interview, the Evaluation Committee shall compile their interview scores. The interview will be weighted – 50% and the technical proposal will be weighted – 50% for a total of 100%.

### **NEGOTIATIONS AND AWARD**

The contract, Scope of Work and cost proposal will be negotiated with the top ranked Consultant. Should negotiations fail with the top ranked Consultant, the City will discontinue negotiations and commence negotiations with the second ranked Consultant, and so on until the Scope of Work, level of effort and cost/price have been successfully negotiated and a contract has been agreed to. However, the City may elect at any time to not negotiate any further and not award the contract.

Consultants are advised that any recommendation for contract award is not binding on the City until the Awarding Authority approves the contract and the contract is fully executed.

All proposals will be reviewed by the selection committee with regard to qualifications and experience. Those qualified Consultants may be invited to make an oral presentation to the selection committee, if needed. The final recommendations will be presented to the City Council for a majority vote. The selection committee shall consist of representatives from various Department.

CRITERIA	MAXIMUM POINTS	RATING
<p>1. <b>Qualifications, Related Experience, and References:</b>  Consultant's experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this REF, number of years' experience performing similar work; demonstrated ability to manage and coordinate the Work; deliver quality products and services; deliver projects within budget and on schedule; and experience working with public agencies identified in the RFP.</p>	30	
<p>2. <b>Proposed Staffing and Project Organization:</b>  Technical expertise and professional competence in areas directly related to the work identified in this RPF. Level of experience; knowledge of state and federal guidelines and requirements; certifications and licenses required and training of key personnel assigned, including sub-Consultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources; coordination of Work and quality control; availability of proposed staffing; and concurrence with restrictions on changes in key personnel.</p>	30	
<p>3. <b>Work Plan:</b>  Depth of understanding of the City's needs and requirements, and understanding of the Scope of Work; Consultant's approach and methodology/systems reflecting the ability to provide the requested Work; demonstrated knowledge of the Work being requested; identification and knowledge of all requirements cited in the Scope of Work; and proposed technical or procedural innovations identified in the proposal.</p>	40	
<b>Total</b>	<b>100</b>	

CITY OF VICTORVILLE, CALIFORNIA  
**SECTION D - FORMS**  
**RFP FOR DESIGN SERVICES FOR NEW PD STATION**  
**PROJECT CC33-004**  
**SUBMISSION CERTIFICATION**

I hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled “**DESIGN SERVICES FOR NEW PD STATION, CC33-004**”. All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- \_\_\_\_\_ Submission Certification
- \_\_\_\_\_ Consultant Sheet
- \_\_\_\_\_ Consultant Identification
- \_\_\_\_\_ Customer Reference
- \_\_\_\_\_ Worker’s Compensation Certification
- \_\_\_\_\_ Signature Authorization
- \_\_\_\_\_ Non-Collusion Declaration
- \_\_\_\_\_ Exceptions Form
- \_\_\_\_\_ Additional Information
- \_\_\_\_\_ SB 854 Certification
- \_\_\_\_\_ Debarred Certification Acknowledgement
- \_\_\_\_\_ Acknowledgement Pages for all Addenda (if any)
- \_\_\_\_\_ Qualifications per Section C Scope of Work

**Envelope #2 Cost Proposal Forms (in separate sealed envelope)**

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

CITY OF VICTORVILLE, CALIFORNIA  
**SECTION D - FORMS**  
**RFP FOR DESIGN SERVICES FOR NEW PD STATION**  
**PROJECT CC33-004**

**PROPOSAL SHEET**

TO THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA:

**The undersigned declares he has carefully examined the locations of the proposed work, the Scope of Services, and Contract Documents; and being familiar with all the conditions surrounding the work. All of the aforementioned shall be done in accordance with said Scope of Services and all applicable addenda.**

*\* All rates submitted must be all-inclusive and final. The City will not pay **any** separate costs for travel, lodging, per diem, printing, shipping, etc.*

**The CONSULTANT may submit own form for cost allocation but make sure to include this page with signature. This is just a sample.**

**DESIGN PLANS (Please provide Title/Job Classifications)**

[Staff] \_\_\_\_\_ \$ \_\_\_\_\_ per hour \_\_\_\_\_

[Staff] \_\_\_\_\_ \$ \_\_\_\_\_ per hour \_\_\_\_\_

[Staff] \_\_\_\_\_ \$ \_\_\_\_\_ per hour \_\_\_\_\_

[Staff] \_\_\_\_\_ \$ \_\_\_\_\_ per hour \_\_\_\_\_

All rates submitted must be all-inclusive and final. The City will not pay any separate costs for travel, lodging, per diem, printing, shipping, etc. Provide breakdown on a separate sheet.

***ESTIMATED LUMP SUM TOTAL COST TO COMPLETE THE PROJECT BASED ON THE***

***SCOPE OF SERVICES PROVIDED:*** \_\_\_\_\_



Consultant's Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

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Signature Title Date

**NOTE: COST PROPOSAL SHEETS (PAGE 19-20) NEEDS TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS "SEALED DOLLAR COST FOR CC23-004 DESIGN SERVICES FOR NEW PD STATION"**

CITY OF VICTORVILLE, CALIFORNIA  
**SECTION D – FORMS**  
**RFP FOR DESIGN SERVICES FOR NEW PD STATION**  
**PROJECT CC33-004**

**CONSULTANT IDENTIFICATION**

1. Legal name of Consultant: \_\_\_\_\_
2. Street Address: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Business Telephone: \_\_\_\_\_
5. Facsimile Telephone: \_\_\_\_\_
6. Email Address: \_\_\_\_\_
7. Type of Business:  
 Sole Proprietor    Partnership    Corporation  
Other: \_\_\_\_\_  
If corporation, indicate State where incorporated: \_\_\_\_\_
8. Business License number issued by the City where the Consultant's principal place of business is located.  
Number: \_\_\_\_\_ Issuing City: \_\_\_\_\_
9. Federal Tax Identification Number: \_\_\_\_\_
10. Consultant's Project Manager: \_\_\_\_\_
11. Name and Title of Authorized Person to sign Legal Document: \_\_\_\_\_  
\_\_\_\_\_

CITY OF VICTORVILLE, CALIFORNIA  
**SECTION D - FORMS**  
**RFP FOR DESIGN SERVICES FOR NEW PD STATION**  
**PROJECT CC33-004**

**CUSTOMER REFERENCES**

Consultant: \_\_\_\_\_

<b>LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS WITH SIMILAR PROJECT</b>	
1.	Name of Agency
	Address
	Contact Person Name:
	Contact Person Phone:
	Contact Fax:
	<b>Contact Email:</b>
2.	Name of Agency
	Address
	Contact Person Name:
	Contact Person Phone:
	Contact Fax:
	<b>Contact Email:</b>
3.	Name of Agency
	Address
	Contact Person Name:
	Contact Person Phone:
	Contact Fax:
	<b>Contact Email:</b>

CITY OF VICTORVILLE, CALIFORNIA  
**SECTION D - FORMS**  
**RFP FOR DESIGN SERVICES FOR NEW PD STATION**  
**PROJECT CC33-004**

**WORKERS' COMPENSATION CERTIFICATE**

The Consultant shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of SECTION D700 of the California 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 on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

_____ Signature	_____ Company Name
_____ Printed Name	_____ License Number
_____ Title	_____ Date

CITY OF VICTORVILLE, CALIFORNIA  
**SECTION D - FORMS**  
**RFP FOR DESIGN SERVICES FOR NEW PD STATION**  
**PROJECT CC33-004**

**SIGNATURE AUTHORIZATION**

Contractor/Bidder: \_\_\_\_\_

- A. I hereby certify that I have the authority to offer this proposal/bid to City of Victorville for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

\_\_\_\_\_  
SIGNATURE

The following information relates to the legal Contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

An Individual  
 A Partnership, Partners' names:  
 A Company  
 A Corporation

2. My tax identification number is \_\_\_\_\_  
*(For individuals, this number is usually the Social Security Number)*

3.  I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

4.  My business is owned by a minority whose ethnicity is: \_\_\_\_\_

My business is owned by a woman.

My business is owned by a disabled veteran.

My business is owned by a woman.

CITY OF VICTORVILLE, CALIFORNIA  
**SECTION D - FORMS**  
**RFP FOR DESIGN SERVICES FOR NEW PD STATION**  
**PROJECT CC33-004**

**NON-COLLUSION DECLARATION**  
**TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bids are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of the bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

\_\_\_\_\_  
Signature                      Company Name

\_\_\_\_\_  
Printed Name                      Title

CITY OF VICTORVILLE, CALIFORNIA  
**SECTION D - FORMS**  
**RFP FOR DESIGN SERVICES FOR NEW PD STATION**  
**PROJECT CC33-004**

**EXCEPTIONS FORM**

Should Consultant take exception to **ANY** of the terms and conditions or other contents provided in the "Request for Proposal," list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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CITY OF VICTORVILLE, CALIFORNIA  
**SECTION D - FORMS**  
**RFP FOR DESIGN SERVICES FOR NEW PD STATION**  
**PROJECT CC33-004**

**ADDITIONAL INFORMATION**

Please provide any additional information which will be helpful in evaluating your proposal.

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CITY OF VICTORVILLE, CALIFORNIA  
**SECTION D - FORMS**  
**RFP FOR DESIGN SERVICES FOR NEW PD STATION**  
**PROJECT CC33-004**

**SENATE BILL 854**

(<http://www.dir.ca.gov/Public-Works/PublicWorks.html>)

Senate Bill 854 signed into law on June 20, 2014, became effective immediately. It established a new public works Contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All Contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. This is a Department of Industrial Relations (DIR) fee paid to the State of California. City will not register a Contractor/subcontractor, nor collect funds for registration.

Starting July 1, 2017, the new annual registration fees for public works contractors have increased to \$400.00, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

**Subcontractor Eligibility.** Contractor acknowledges that under Public Contract Code Section 6109 no contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a subcontractor on, a public works project. Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.

City as applicable will be required to fill out a form alerting the DIR of the services you are providing the City. Detailed information is required to complete this form. You may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing.  
Are you currently registered with the DIR?

**Yes** \_\_\_\_\_ **No** \_\_\_\_\_ If yes, what is your registration number? \_\_\_\_\_  
(please submit proof of your registration)

Bidder: \_\_\_\_\_ Federal I.D. No: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

CITY OF VICTORVILLE, CALIFORNIA  
**SECTION D - FORMS**  
**RFP FOR DESIGN SERVICES FOR NEW PD STATION**  
**PROJECT CC33-004**

***DEBARRED CERTIFICATION ACKNOWLEDGEMENT***

(a)(1) The Offeror/Bidder certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Bidder and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/Bidder's responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by the City may render the Offeror/Bidder nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder

knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

**The Offeror/Bidder certifies that the foregoing is true and correct:**

Offeror/Bidder: \_\_\_\_\_ Federal I.D. No: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Title \_\_\_\_\_

# **ATTACHMENT A**

## **SAMPLE CONSULTANT/PROFESSIONAL SERVICES AGREEMENT**

CIP# \_\_\_\_\_

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT  
BY AND BETWEEN  
THE CITY OF VICTORVILLE  
AND  
CONSULTANT NAME  
FOR  
PROJECT NAME AND NUMBER**

THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter "Agreement"), is made and entered into by and between THE CITY OF VICTORVILLE, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "City", and **Consultant Name, business type**, hereinafter referred to as "Consultant." City and Consultant are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

**RECITALS:**

**WHEREAS**, the City requires **Project Name and Number**; and

**WHEREAS**, Consultant represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

**WHEREAS**, in light of the facts set forth above, the City desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, **Project Name**; and

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

**Section 2. SCOPE OF SERVICES**

Consultant shall provide to the City those services set forth in the Scope of Services, attached hereto as Exhibit "A", and incorporated as part of this Agreement by this reference.

**Section 3. COMPENSATION**

The City shall pay to Consultant a sum not to exceed **Amount in Words (\$000000)** for faithful performance of the services to be rendered under this Agreement, subject to the Fee

Schedule provisions of Section 4, below. No expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit "B", below; (ii) appear on Consultant's monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as the City shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any City policy governing same.

#### **Section 4. FEE SCHEDULE**

The City shall pay Consultant as provided in the Fee Schedule, attached hereto as Exhibit "B", and incorporated as part of this Agreement by this reference. The provisions of Exhibit "B" notwithstanding, in order to receive payments, Consultant shall be required to submit to the City detailed monthly invoices which include, if applicable, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any, as required by Section 3, above. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) working days following receipt of Consultant's invoice.

#### **Section 5. PREVAILING WAGES**

a. In accordance with the provisions of the California Labor Code (1720,1770-1776, 1810, 1813 and 1815), the State Director of Industrial Relations has determined the general prevailing rates of per diem wages in the locality where the Project is to be done. Copies of the updated Wage Determination rates are available from the State of California via the internet at [www.dir.ca.gov](http://www.dir.ca.gov). Additionally, copies of the prevailing rate of per diem wages are on file at the City of Victorville Finance Department and shall be made available for review to any interested party on request. Notwithstanding anything in the Contract Documents to the contrary, Contractor and all subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the work contemplated by this Agreement. Contractor shall be responsible for using correct and current prevailing wage rates.

a. **AB219 (as applicable)** adds Section 1720.9 to the Labor Code, the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving state agency or any political subdivision of the state. Section 1720.9 defines the term "ready-mixed" concrete and specifies that the rate of pay shall be the current prevailing wage "for the geographical area in which the factory or batching plant is located" as determined by the DIR. The statute also requires a written agreement between the party hauling or delivering the ready-mixed concrete and the party that engaged its services. Nothing in Section 1720.9 shall cause any company to be treated as a contractor or subcontractor for any purpose other than the application of this chapter of the Labor Code.

b. The delivery company shall provide certified payroll records under Labor Code section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

c. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and

compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code Section 1720, et seq.; California Code of Regulations, Title 8, Section 16000 et seq.; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

**NOTE:** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Confirmation of certified payroll submittal to the Department of Industrial Relations (DIR) is required with each invoice to the City. Payment of the invoice may be delayed when proof of certified payroll submittal is not included with the Contractor's invoice.

## **Section 6.                    TERM OF AGREEMENT**

This Agreement shall commence (**Commencement date**) (the "Commencement Date") and expiring on (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

This Agreement may be extended for (**# of options, if any**) additional one-year period (hereinafter "Option Period"), at the option of City, subject to satisfactory performance as determined by the City. City shall give Consultant sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the City decide to exercise its option(s) to extend. In the event City does not give Consultant such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should the City fail to give Consultant the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Consultant.

## **Section 7.                    INDEPENDENT CONTRACTOR STATUS**

It is the express intention of the Parties that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of the City. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Consultant or any employee or agent of Consultant. Both Parties acknowledge that Consultant is not an employee for state or federal tax purposes or any other purpose. Consultant shall retain the right to perform services for others during the term of this agreement.

## **Section 8.                    REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF CONSULTANT**

a.        Consultant represents and acknowledges the following:

(1)        The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this

Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

(6) Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

(2) The City will not hire, supervise, or pay any employees or assistants working for Consultant pursuant to this Agreement. Nothing contained in this Agreement shall prevent the City from hiring Consultant's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Consultant must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

(5) Consultant is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Consultant is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

(7) Other than attendance at required public meetings and public hearings, and complying with the provisions of the Fee Schedule set forth in Exhibit B and any procedural requirements set forth by law, Consultant is not required to perform the services set forth in this Agreement in any particular order or sequence.

(8) Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

**Section 9. NOT AGENT OF THE CITY**

a. Nothing contained in this Agreement shall be deemed, construed, or represented



by the City or Consultant or by any third person to create the relationship of principal and agent.

b. Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind the City to any obligation whatsoever.

**Section 10.                  LICENSES AND PERMITS**

Consultant represents that it has obtained and will maintain at all times during the Initial Term (and during the Option Period, if applicable) of this Agreement all business licenses, including but not limited to a City of Victorville business license, professional licenses or certifications, or permits necessary for performing the services described in this Agreement.

**Section 11.                  STANDARD OF PERFORMANCE; WARRANTY**

a. Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to **Department Head and Title**, or his designee.

b. By executing this Agreement, Consultant warrants that it:

- (1) Has thoroughly investigated and considered the services and work to be performed;
- (2) Has investigated the issues regarding the scope of services to be provided;
- (3) Has carefully considered how the services and related work should be performed; and
- (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

**Section 12.                  FAMILIARITY WITH WORK**

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from **Department Head and Title**, or his designee.

**Section 13.                  CONFLICTS OF INTEREST**

Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting

interest by Consultant may result in termination of this Agreement by the City.

**Section 14.                  COMPLIANCE WITH LAWS**

Consultant shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Consultant or its employees, officers, or board members.

**Section 15.                  COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

a.      Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Commercial General Liability Insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Consultant or its officers, employees, servants, volunteers, and agents and independent contractors.

b.      Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during the Option Period, if applicable), Commercial Vehicle Liability Insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Consultant or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

**Section 16.                  WORKERS' COMPENSATION INSURANCE**

a.      Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

b.      If any class of employees employed by the Consultant pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

**Section 17.                  PROFESSIONAL LIABILITY INSURANCE**

Professional Liability Insurance or Errors and Omissions insurance as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

**Section 18.                  ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation and Professional Liability, shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.

**Section 19.**

**WAIVER OF SUBROGATION RIGHTS**

Consultant shall require the carriers of all required insurance policies, with exception to Professional Liability, to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

**Section 20.**

**PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS**

a. Consultant shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term (and during the Option Period, if applicable), of this Agreement.

e. The Commercial General Liability and Vehicle Liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Consultant's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Consultant's insurance and shall not contribute with it."

**Section 21.**

**TERMINATION OR SUSPENSION**

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

**Section 22.                  TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

**Section 23.                  INDEMNIFICATION**

a.      Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the “City Indemnitees”), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys’ fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively “Claims”) which may arise out of Consultant’s negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

b.      The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 (“Design Professional”). The term Design Professional, as defined in said section, 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.

(1)     Notwithstanding the provisions of Subsection a above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant’s duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2)     In no event shall the costs of defense charged to Consultant exceed the Consultant’s proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees.

c.      The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

d.      The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

**Section 24.                  REPORTS**

Upon request by **Department Head and Title**, or his designee, or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant’s performance of

the services required by this Agreement.

**Section 25.                  RECORDS**

a.      Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **Department Head and Title**, or his designee, to evaluate the cost and the performance of such services.

b.      Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c.      **Department Head and Title**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d.      Records and supporting documents pertaining to the use of funds paid to Consultant hereunder shall be retained by Consultant and made available to **Department Head and Title**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

**Section 26.                  RESERVED**

**Section 27.                  CONFIDENTIALITY; OWNERSHIP OF WORK**

a.      Any and all documents and information obtained from the City or prepared by Consultant for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents and information shall be returned to the City upon termination of the Agreement.

b.      Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of **Department Head and Title**, or his designee, or as required by applicable law.

c.      Consultant shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of **Department Head and Title**, or his designee, or as required by applicable law.

d.      All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the City and shall be surrendered to the City upon the completion of Consultant's services or when requested by **Department Head and Title**, or his designee. Such materials may be used, reused or otherwise disposed of by the City without the permission of Consultant.

e.      Consultant's covenants under this Section 27 shall survive the termination of this Agreement.

**Section 28.                  PRINCIPAL REPRESENTATIVES**

a.      **Consultant Representative**, is designated as the principal representative of

Consultant for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. **Department Head and Title**, or his designee, shall be the principal representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

## **Section 29. MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES**

a. This Agreement may be modified or amended only by a written instrument signed by both Parties.

b. During the Initial Term, the City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of **Project Name and Number**, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

## **Section 30. ENTIRE AGREEMENT**

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.

c. No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

## **Section 31. AMBIGUITIES**

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Notwithstanding the foregoing, the Parties agree that **Exhibits "A" and "B" (amend as needed)** are attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this Consultant/Professional Services Standard Provider Agreement and **Exhibits "A" and "B"** the terms of this Consultant/Professional Services Standard Provider Agreement shall control and nothing set forth in **Exhibits "A" and "B"** shall be deemed to supersede any of the provisions of this Consultant/Professional Services

Standard Provider Agreement.

**Section 32.                  NOTICES**

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the City:                               **Department Head & Title**  
  **Department Name**  
  City of Victorville  
  14343 Civic Drive  
  Victorville, CA 92392

To Consultant:                           **Consultant Representative Name & Title**  
  **Company Name**  
  **Address**

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

**Section 33.                  NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Consultant or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

**Section 34.                  REVIEW BY ATTORNEYS**

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

**Section 35.                  WAIVER**

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

**Section 36.                    ASSIGNMENT**

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

**Section 37.                    CARE OF WORK**

The performance of services by Consultant or the payment of money by the City shall not relieve Consultant from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such incomplete, inaccurate or defective work is due to the negligence of Consultant.

**Section 38.                    CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

**Section 39.                    SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

**Section 40.                    GENDER**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

**Section 41.                    SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

**Section 42.                    GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

**Section 43.                    DEFAULT**

a.        Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.



b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

**Section 44. CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

**Section 45. VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

**Section 46. ATTORNEYS' FEES**

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

**Section 47. EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Consultant, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

**Section 48. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT**

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

**Section 49. COUNTERPARTS**

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

COMPANY NAME

By: \_\_\_\_\_  
**AUTHORIZED CITY REPRESENTATIVE**

By: \_\_\_\_\_  
**AUTHORIZED COMPANY REP**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST (over 50K)**

By: \_\_\_\_\_  
**Jennifer Thompson,  
City Clerk**

Dated: \_\_\_\_\_

THE CITY OF VICTORVILLE

APPROVED AS TO STANDARD  
FORM:

By: \_\_\_\_\_  
**Lee Brown,  
Risk Manager**

By: \_\_\_\_\_  
**Andre de Bortnowsky,  
City Attorney**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_