

Request for Proposals (RFP)

ON-CALL CIVIL ENGINEERING SERVICES

*Proposals must be received by the City Clerk Services Department, City of Barstow,
220 E. Mountain View Street, Suite A, Barstow, CA 92311 no later than:*

DATE DUE:	July 24, 2025
TIME DUE:	4:00 p.m. PST

Envelope(s) shall be sealed and labeled:

“On-Call Civil Engineering Services”

Respondents must submit the Technical Proposal in one individual sealed envelope and the Price Proposal in a second individual sealed envelope. The two envelopes shall then be combined into a single sealed package

Submit Proposal to:

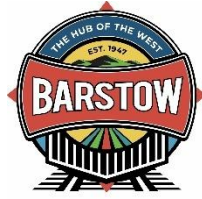
City of Barstow
Attn: City Clerk Services Department
220 E. Mountain View Street, Suite A
Barstow, CA 92311

RFP Questions, contact;

Heidy Riley, Community Development Manager
Email: hriley@barstowca.org / Please reference “On-Call Civil Engineering Services” in subject line
Telephone: (760) 255-5151

RFP Issue Date:

June 26, 2025



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NOTICE OF INVITING PROPOSALS

“On-Call Civil Engineering Services”

NOTICE IS HEREBY GIVEN that the City of Barstow (City) is accepting proposals from qualified professional(s) to assist the City with on-call civil engineering, project management, and support services. The City intends to enter into non-exclusive multi-year professional service agreements with one or more qualified civil engineering firms to provide services on an on-call basis as deemed necessary to fulfill the City’s needs. Services will be used for a variety of state and federal grant funded public works projects. Interested firms must submit their proposal to City of Barstow, 220 East Mountain View Street, Suite A, Barstow, California 92311, Attention: City Clerk Services Department, by 4:00 p.m. (Pacific Standard Time) on July 24, 2025.

DESCRIPTION OF WORK:

The City of Barstow Community Development Department / Engineering Division is soliciting proposals from qualified consultants (Consultant) to provide on-call professional consultant services for a variety of civil engineering, project management, and support services in support of the City’s completion of state and federal grant-funded public works projects. Section III (Scope of Services) of the Request for Proposals lists major work tasks that may be requested of the Consultant. This solicitation is not for specific projects, but for specific services provided on an as-needed basis. No minimum amount of work is guaranteed by the City.

OBTAINING RFP DOCUMENTS AND SUBMITTING NOTICE OF INTENT TO RESPOND:

The Request for Proposals (RFP) documents may be acquired via the internet at <https://www.barstowca.org/business/bid-opportunities-request-for-proposals>. If you or your firm are interested in submitting a proposal, it is **IMPERATIVE** that you submit to hriley@barstowca.org the **Register Form (attached hereto)** by **4:00 p.m. on July 10, 2025** to officially register as a Proposer for this specific project. Failure to officially register may result in you not receiving addenda to the Request for Proposals. Failure to acknowledge the addenda to the Request for Proposals may render your proposal non-responsive.

PROPOSALS:

1. Costs for preparation of RFPs will be borne by the proposer.
2. Proposals shall be submitted in an 8 ½ x 11 format including any City provided forms.
3. The Technical Proposal shall be placed in a sealed envelope with “**RFP On-Call Civil Engineering Services – Technical Proposal**” written on the outside. The Price Proposal shall be placed in a separate sealed envelope with “**RFP On-Call Civil Engineering Services – Price Proposal**” written on the outside. Proposers shall submit their entire proposal package (i.e., Technical Proposal and Price Proposal) by placing both envelopes into one sealed package with “**Sealed Proposal for On-Call Civil Engineering Services – Do not open with regular Mail**” printed on the outside.
4. This request does not constitute an offer of employment or contract for services.
5. The City reserves the option to reject any or all proposals, wholly or in part, and to waive any informalities received by reason of this request.
6. The City reserves the option to retain all proposals, whether selected or rejected.
7. The City reserves the right to select the consultant who tenders a proposal, which in the judgment of the City, best accomplishes the desired results.

8. The selection committee may deem it necessary to interview applicants. The City retains the right to interview applicants as part of the selection process.

If your firm is interested and qualified, please submit one (1) original, three (3) paper copies, and one (1) digital (USB) copy of your Technical Proposal and one (1) copy of the Price Proposal. All proposals must be received by mail, recognized carrier, or hand delivered, no later than 4:00 p.m. on July 24, 2025. Late RFPs will not be considered.

If you have any questions about the proposal process, technical questions, and/or information, please contact;

[Heidy Riley](#)
[Community Development Manager](#)
hriley@barstowca.org

PROPOSALS TO REMAIN OPEN: The proposer shall guarantee that all contents of their proposal shall be valid for a period of 90 calendar days from the due date of the proposal. The receiving time in the City Clerk Services Department will be the governing time for the acceptability of the proposal. Telegraphic, electronic, facsimile, and telephonic proposals will not be accepted. Late proposals will be returned unopened.

DECLARATION OF POSTING

I declare under penalty of perjury that I am employed by the City of Barstow, in the City Clerk's Office; and that I posted the foregoing public notice on the bulletin at the entrance to City Hall, 220 E Mountain View Street, Barstow, CA 92311, on June 26, 2025.

Maribel Hernandez
Maribel Hernandez, City Clerk Services Manager

I. STATEMENT OF INTENT

As outlined in greater detail in Section III – Scope of Work, the City of Barstow (City) is seeking qualified professional firms (Consultants) to submit proposals to provide the City with a variety of on-call civil engineering, project management, and support services in support of the City's completion of state and federal grant funded public works projects. The services are to be rendered on-call and as needed by the City for the duration of the contract term. The City does not guarantee that a specific number or dollar amount of projects will be contracted.

A. City Contact

The City contact (Contact) for this Request for Proposal (RFP) is the sole point of contact for this procurement. All communications shall be in writing and submitted to the Contact as designated below.

B. Inquiries

Proposers, their representatives, agents, or anyone else acting on their behalf, are specifically directed NOT to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. Contact with anyone other than as directed below may be cause for rejection of proposal.

ANY questions, technical or otherwise, pertaining to this RFP **must be submitted IN WRITING and directed to:**

Heidy Riley
Community Development Manager
Community Development Department
hriley@barstowca.org
cc: cheldreth@barstowca.org

Interpretations or clarification considered necessary in response to such questions will be resolved by the issuance of a Formal Addenda to the RFP. The deadline for all questions is **4:00 P.M., PST, July 17, 2025**. Questions received after this date and time may not be answered. Only questions that have been resolved by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

C. RFP Schedule

A contract/agreement is intended to be issued as soon as possible. A tentative schedule for the events follows:

1) RFP DEADLINES

Request for Proposals Issued	June 26, 2025
Deadline to Submit Inquiries / Questions	July 17, 2025
Deadline to Submit Register Form	July 10, 2025
Deadline to Submit Proposal	July 24, 2025
Evaluation of Proposals Completed	July 31, 2025

2) RFP Tentative Scheduling

Consultant Interviews (if needed)	July 28-31, 2025
Contract Award	August 7, 2025

D. RFP Process

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. The City of Barstow seeks, by way of this RFP, to obtain the listed services in a manner that maximizes the quality of services, while also maximizing value to the City and, by extension, the citizens of the City. Proposers must be able to show that they can perform the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

The successful proposer will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Barstow in accordance with the standard Professional Service Agreement – Attachment “A” hereto. Please note that Exhibit “A” of Attachment “A” is intentionally not complete in the attached document. The exhibit will be negotiated with the selected firm and will appear in the final Professional Services Agreement executed between the parties.

Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked proposer refuses or fails to execute the Agreement, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked proposer, and so on.

E. Minimum Qualifications and Experience

The City seeks a Consultant with demonstrated expertise in performing the services described herein. The Consultant's personnel shall be capable, competent, and experienced in performing the services described herein with minimal instruction. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable federal, state, and local laws and regulations.

The Consultant's Contract Administrator shall be a Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the term of the contract, to perform the services described herein and shall have a documented minimum ten years of demonstrated experience acceptable to the City in management and delivery of public works projects for public agencies.

In addition to other specified responsibilities, the Consultant's Contract Administrator shall be responsible for all matters related to the Consultant's personnel, subconsultants, and Consultant's and sub-consultant's operations including, but not limited to, the following:

- Ensuring that deliverables are clearly defined and those criteria are specific, measurable, attainable, realistic, and time-bound.
- Supervising, reviewing, monitoring, training, and directing the Consultant's and subconsultants' personnel.
- Assigning qualified personnel to complete the required work in coordination with the City Contract Administrator.
- Maintaining and submitting organized project files for record tracking and auditing.
- Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.

- Implementing and maintaining quality control procedures to manage conflicts and identify critical reviews and milestones.
- Ensuring that all applicable safety measures are in place.
- Providing invoices in a timely manner.
- Reviewing invoices for accuracy and completion before billing to City.
- Managing Subconsultants.
- Managing overall project budgets and providing reports to assigned City staff.
- Knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.

II. INTRODUCTION

The City of Barstow is a general law city that encompasses approximately 40 square miles and has a population of approximately 25,415. The City is located in the Mojave Desert Region of central San Bernardino County, California, about 130 miles northeast of Los Angeles and 150 miles southwest of Las Vegas. The City serves as a vibrant regional retail commercial center with strong interstate highway travel-oriented services, a large rail facility, and two major military base installations contributing to a diversified economic base.

BNSF Railway presently plans to construct a state-of-the-art integrated rail facility in the City beginning in late 2026 that is expected to increase economic opportunities and the population in and around the City. As the City grows, it anticipates applying for and receiving state and federal grants to be used for a variety of public works projects that will require professional civil engineering services.

III. SCOPE OF WORK (SERVICES)

The City's usage of the Consultant's services will be on an as-needed basis so that if the demand is not there, then the services will not be requested. For each on-call service request, the City and Consultant will agree upon the specific scope of work for that project. The City has the right to retain other consulting firms in its sole discretion when the City believes there will be an economic or other significant advantage for doing so. Services for each contract will be provided at the rates set forth in the Consultant's Price Proposal with a not-to-exceed limit established before work begins. No minimum amount of work is guaranteed under these agreements. The major work tasks that the City may request from Consultant include, but are not limited to, the following:

- Provide staff and services on an on-call, as needed basis.
- Provide consulting and professional services including project planning, design, engineering, land surveying, and drafting services.
- Provide professional services during the bid process including preparation of cost estimates and specifications.
- Provide field surveys as requested.
- Review tentative subdivision maps, parcel maps, subdivision maps, and lot line adjustments for compliance with Subdivision Map Act and the Barstow Municipal Code.
- Review developers' site and utility plans.
- Update and correct City base maps for zoning, planning, sewer, storm drainage, and water systems.
- Provide maps and mapping services as requested.
- Prepare and review legal descriptions for easements, rights-of-way, lot line adjustments, etc.
- Review development plans, grading plans, storm water quality plans, traffic control plans, etc.

- Review the City's requested project and/or task to be accomplished, and provide preliminary consultation, research, and evaluation of same.
- Assist the City's Engineering Services Division with presentations and/or recommendations to City staff administration or the City Council.
- Third party review consultation related to documents prepared by the City's Engineering Services Division or other consultants retained by the City.
- Review and provide comments on environmental documents for proposed projects submitted to the City in accordance with the California Environmental Quality Act.
- Provide project management services for capital improvement projects.
- Provide other engineering and design services as requested.

IV. PROPOSAL FORMAT AND CONTENT

The proposal shall consist of two parts: a Technical Proposal and a Price Proposal. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Proposals shall be formatted in the form and sequence described below. Please use the same order and titles as set forth to help facilitate the evaluation of your proposal. The City may choose to disqualify proposals deviating from the outlined format. The evaluation and selection of a Consultant will be based on the information submitted in the proposal. Elaborate proposals beyond that sufficient to present a complete and effective proposal are not necessary or desired. Although the City is not specifying a page limit, clarity and conciseness are essential and will be considered during the proposal evaluation. The proposal must contain the following information and documents:

A. Technical Proposal

- 1. Cover Letter:** Provide an executive summary emphasizing the strong points of the firm's qualifications and experience. The cover letter shall be signed by a person with the official authority to bind the proposer and shall include the name, title, address, telephone number, Federal and State taxpayer identification numbers of the proposer, and signature of the proposer's contact person for this proposal. Proposers shall indicate whether there may be any potential conflicts of interest that could limit the proposer's ability to provide the requested services.
- 2. Consultant Overview and General Qualifications:** Provide a summary of the firm's qualifications demonstrating the expertise, understanding, and ability to accomplish the City's primary objectives. Provide general information about the firm's office location(s), years in business, and areas of expertise. Provide a brief description of three (3) cities, which involved a similar Scope of Work (services).
- 3. Staffing/Sub-Consultant:** Provide an organizational chart identifying: (a) a list of key person(s) assigned to carry out the work; (b) the role each person will play in performing the work; and (c) a description of the experience, length of time in business and qualifications. Identify key staff and include a description of their abilities, qualifications, and experience. Attach resumes of key staff to be assigned to this project. Identify any portion of work that would be subcontracted. Include sub-consultant qualifications (brief) and key personnel, telephone number, and contact person for

all sub-consultants. The City reserves the right to approve or reject all consultants, internal staff performing consulting services, or sub-consultants proposed by proposers. Group staff's resume, description, abilities, qualifications, and experience per firm or organization.

4. **Understanding and Approach:** Provide a clear concise statement of the firm's understanding of the nature and the extent of the Scope of Work required. Provide a specific outline to show how personnel will be organized to handle these services. Provide a proposal summary, including why the firm is pursuing this work and how it is uniquely qualified to perform the services and the proposed approach and methodology to performing the work. Provide scope of services beyond those listed in the RFP that the firm provides that may be of interest or benefit to the City.
5. **Experience:** Technical expertise and professional competence in areas directly related to the RFP, number of years' experience in performing similar work, demonstrated ability to manage and coordinate the services, deliver quality services, be a reliable service provider, breadth and depth of resources.
6. **References:** Provide a minimum of three (3) references of recent demonstrated experience in providing consulting services similar in nature to the Scope of Work and include any government references. Provide a short description of the work performed, dates of service, names, addresses, telephone numbers, locations, and contract amount. Provide an explanation of any contract that the firm, or subcontractor that was a party of termination for default or for which a notice of default was issued in the past five years. Termination for defaults is defined as notice to stop services for non-performance or poor performance, whether the issue was litigated or not. If a notice of default was issued by a party other than the proposer, list the name, address, and telephone number of that party. If no such notice was issued, so state.
7. **Required Attachments:** (a) Copy of Register Form; and (b) Acknowledgement of Receipt of Addendum.

B. Price Proposal

Compensation will be made at the fees and schedule contained in the Consultant's Price Proposal and subject to a maximum contract amount and/or maximum project amount. Proposers shall present their Price Proposal in a professional, clear, and concise format that specifies the proposer's hourly rates. All hourly rates relative to the performance of the scope of services/project specifics and deliverables as described in this RFP must be included in the Price Proposal. Pricing must list all direct and indirect costs, such as travel, meals, hotel accommodations, incidentals, and any other out-of-pocket expenses that would be charged to the City. For all fee structures, include the classification of personnel and the hourly rate for each classification. List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services. These rates are not adjustable for the performance period of the contract.

The Consultant shall invoice for work performed beginning on the 1st day and ending on the last day of each month. The Consultant may submit the monthly invoice by the 15th day of the month. Invoices should include a detailed description of work performed. For auditing purposes, the City's Fiscal Year

begins on July 1 and ends on June 30. The Consultant shall submit year-end invoices through June 30 no later than July 15th of each year of the contract.

V. PROPOSAL SUBMISSION

Proposers shall submit one (1) original, three (3) copies, and (1) digital (USB) copy of their Technical Proposal and one (1) copy of the Price Proposal to the City. The Technical Proposal and the Price Proposal must be in separate sealed envelopes and shall be clearly marked:

- **RFP On-Call Civil Engineering Services – Technical Proposal**
- **RFP On-Call Civil Engineering Services – Price Proposal**

The two envelopes shall then be combined into a single sealed package, which states the Consultant's name and address, have "**Sealed Proposal for On-Call Civil Engineering Services – Do not open with regular mail**" printed on the outside, and shall be clearly addressed as follows:

City of Barstow
Attn: **City Clerk Services Department**
220 E. Mountain View Street, Suite A
Barstow, CA 92311
Re: On-Call Civil Engineering Services

Proposals must be received by the City Clerk Services Department no later than 4:00 p.m. on Thursday, July 24, 2025.

Proposals will be rejected if not addressed and packaged as indicated above. Faxed or emailed proposals will not be accepted since they do not contain original signatures. Late submittals will be rejected and not returned.

VI. PROPOSAL GENERAL CONDITIONS

1. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the consultant in:
 - Preparing the proposal and submitting the proposal to the City;
 - Preparing and participating in the City interview process
 - Negotiating with City related to this proposal; or
 - Any other expenses incurred by the proposer prior to an executed agreement
2. Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn for modification by written request of the proposer. To be considered, however, the modified proposal must be received by the submission time and date specified in this RFP.
3. Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.
4. Before the award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act and other applicable law. After the award of the contract (or if not awarded, after the rejection of all proposals), all proposals will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the proposals confidential will be regarded as non-effective and be disregarded.

5. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection. The City reserves the right to waive any defects in any or all proposals.
6. Any contract/agreement to be awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, or national origin.
7. The protest procedure is intended to handle and resolve disputes related to the contract award for this Project/Services pursuant to applicable law and the City of Barstow's policies and procedures. The protesting consultant must exhaust all administrative remedies with the City of Barstow before pursuing a protest with a Federal agency.
8. Prospective individuals or firms are encouraged to promptly notify the person designated in Section I of this RFP, in writing, of any apparent inconsistencies, problems, or ambiguities in the Scope of Work or any other section of this RFP. If deemed necessary, the City shall issue addenda to clarify such circumstances prior to the final submittal date.

Prospective individuals or firms and their sub-consultants are required to have adequate financial management and accounting system as required by applicable law and the City of Barstow's policies and procedures.

9. The City reserves the right to remedy technical errors, modify the published scope of services, and approve or disapprove the use of all sub-consultants.
10. Statements and other RFP materials submitted will not be returned unless portions of submittals are requested to be returned at the expense of the submitter.
11. The City has the right to use any or all ideas or concepts presented in any proposal or interview without restrictions, and without a conversation with the proposers. As a corollary, the selection of a proposer does not constitute the City's acceptance of all of the particulars of its proposal.
12. At the time a proposer is selected for a specific project, they will be asked to prepare a schedule of the various jobs listed by project task order(s).

IV SELECTION PROCESS

A. Evaluation

The evaluation process will be as follows:

1. A panel designated by the City will perform an evaluation and assign a score to each responsive technical proposal.
2. Once the ranking of the technical proposals has been determined, the Price Proposal of the three (3) top ranked proposers will be opened. The City shall not be obligated to accept the lowest priced proposal, but the City will make an award in the best interest of the City after all factors are considered. Thereafter, the City may begin negotiations (if required) with the proposer obtaining the highest combined score. Should negotiations with the highest ranked proposer fail, the City will cease further efforts in reaching an agreement and commence negotiations with the proposer who received the next

- highest score. The City will continue negotiations with proposers in order of the next highest ranking until negotiations are successful.
3. The selection process will conclude upon execution of a Professional Services Agreement (“PSA”). The selected Consultant will be required to execute a PSA in substantially the form attached hereto, and to comply with all of the terms and conditions contained therein.
 4. All unopened Fee Proposals will be returned back to the proposing Consultant.

B. Selection Criteria

The selection criteria may consist of solely an evaluation of the submitted proposals to determine which, if any, proposals meet the minimum qualifications and experience detailed above, or may consist of both an evaluation of the submitted proposals and panel interviews with the top ranked proposers as determined by the scores of the evaluated proposals. If the City decides to conduct interviews with the top-ranked proposers, the City reserves the right to evaluate and make their selection of the top ranked firm based solely on the panel interview scoring. If interviews are not conducted, the proposal evaluation scores shall be the sole basis for the determination of the top-ranked proposer.

Proposals will be evaluated against the criteria listed below:

Criteria	Points
Qualifications and Experience: Relevant experience, specific qualifications, and technical expertise of proposer to conduct civil engineering services on public works projects; number of years’ experience in performing similar work; demonstrated ability to manage and coordinate the services, deliver quality products / services, be a reliable service provider, stay within budget, and meet deadlines; level of experience and training of key personnel assigned, including sub- consultants, if applicable; strength and stability of the firm; breadth and depth of resources.	30
Organization and Approach: Understanding of the Scope of Work; processes and systems reflecting the ability to provide the requested services; sensitive approach to public and regulatory concerns; management, coordination of services, and quality controls; attention to detail and creativity; appropriate staffing of key positions required to execute Consultant’s responsibilities; identification and knowledge of Federal, State, City, and other agency requirements, as applicable to the requested services.	20
Past Experience on Public Works Projects: Demonstrated experience with performance of services within comparable cities for projects similar in nature to those related to this solicitation; successful completion of said projects; familiarity with City standards and procedures.	20
References: References provided within the proposal will be evaluated.	15
Completeness: Overall completeness and thoroughness; initiative; compliance with RFP instructions; exceptions to or deviations from the RFP.	15



REGISTER FORM

To be officially Register as a Proposer for this specific project and to be assured of receiving all addendums and Request for Information (RFI's) responses the following information must be submitted to the City of Barstow via email at: hriley@barstowca.org and cc: cheldreth@barstowca.org. All RFI's must also be submitted via email to the stated email addresses above.

Register before **July 10, 2025 at 4:00 p.m.** Failure to officially register may result in not receiving addenda(s) to the RFP. Failure to acknowledge addenda to the RFP may render your proposal as non-responsive.

It is the Proposer's responsibility to verify that their firm is officially registered.

Company Name:

Mailing Address

Primary Contact Name:

Primary Contact email address:

Primary Contact phone number:

Secondary Contact Name:

Secondary Contact email address:

Secondary Contact phone Number



ACKNOWLEDGEMENT RECEIPT OF ADDENDUM(S)

Company / Organization: _____

Address: _____

City, State, Postal Code: _____

Total Number of Addenda: _____

I hereby acknowledge by signing this form, that our firm has received all Addenda to the Request for Proposals issued by the City of Barstow.

Signed

Date

Printed or Typed Name

Title



SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

“Attachment A”

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of Barstow / [Company or Individual])

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Barstow, a California municipal corporation (“City”), and _____ *[enter consultant’s (company’s) name]*, a _____ *[insert consultant’s state of incorporation]* _____ *[insert consultant’s legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company, etc.]* (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: _____ *[insert description of consultant’s services]*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3 Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant risk of the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services” means such professional services as described in “Exhibit A” attached herewith and fully incorporated herein by this reference.

[CAUTION – avoid attaching Consultant’s written proposal for the Scope of Work, as it may include provisions that conflict with the terms and conditions of this Agreement. It is best to draft a separate scope as Exhibit A.]

- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s _____ ***[insert date fee schedule submitted to City]*** fee schedule to City attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Commencement Date” means _____ ***[enter commencement date]***.
- 3.4 “Termination Date” means _____ ***[enter termination date]***.
- 3.5 “City Agreement Administrator” means _____ ***[enter name of City’s contact for purposes of Agreement]***. The Agreement Administrator shall be the principal point of contact at the City for this project.
- 3.6 “Consultant Project Administrator” means _____ ***[enter name of Consultant’s contact for purposes of Agreement]***.

4. CAMPAIGN CONTRIBUTIONS

This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed City official’s campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Consultant’s execution of this Agreement and no later than the Commencement Date.

5. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 19 (“Termination”) below.

6. CONSULTANT’S SERVICES

- 6.1 Time is of the essence in Consultant’s performance of services under this Agreement.
- 6.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of _____

(\$____) ("Maximum Amount") unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount payable above.

- 6.3 Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.4 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 6.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 6.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. _____ ***[enter name of Consultant's contact for purposes of Agreement]*** shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 6.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set

forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

- 6.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 6.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.
- 6.11 Pursuant to California Labor Code Sections 1773.2 and 1775, the Consultant shall forfeit as a penalty to City \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Contract employed in the execution of the work by Consultant or by any Subcontract under Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 6.12 Pursuant to Labor Code § 1776, each consultant and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

The payroll records enumerated under subdivision (a) shall be verified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.”

7. COMPENSATION

- 7.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 7.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 7.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.4 **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.

8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

9. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s

employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

10. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

11. INDEMNIFICATION

- 11.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 11.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs

and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this section of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 11.4 The obligations of Consultant under this section of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 11.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 11.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 11.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well

as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 11.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. INSURANCE

- 12.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 12.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 12.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 12.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 12.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 12.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 12.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000). In the event Consultant's

policy is a “claims made” policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work. The retroactive date of the policy must be shown and must be before the Commencement Date of this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date before the Commencement Date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.

- 12.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 12.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.
- 12.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant’s expense.
- 12.7 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City’s Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 12.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 12.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any

exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

- 12.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant’s insurance and shall not contribute with it.
- 12.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subconsultants.
- 12.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 12.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 11 of this Agreement.
- 12.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
- 12.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
- 12.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 12.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

13. MUTUAL COOPERATION

- 13.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2 If any claim, action, or proceeding is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

14. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

15. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

16. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

17. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

[Name]

[title]

[Address]

[Address]

Telephone: (xxx) xxx-xxxx

Facsimile: (xxx) xxx-xxxx

If to Consultant:

[Name]

[Company]

[Address]

[Address]

Telephone: (xxx) xxx-xxxx

Facsimile: (xxx) xxx-xxxx

With courtesy copy to:

Matthew T. Summers, City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5719
Facsimile: (213) 542-5710
Email: msummers@chwlaw.us

18. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 11, Section 14, Paragraph 13.2 and Section 15 of this Agreement shall survive the expiration or termination of this Agreement.

19. TERMINATION

- 19.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.

- 19.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

20. GENERAL PROVISIONS

- 20.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 20.2 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 20.3 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 20.4 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 20.5 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal

action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

- 20.6 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 20.7 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 20.8 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 20.9 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to

employees and applicants for employment, the provisions of this nondiscrimination clause.

[Add the following paragraph 20.10, 20.10.1 and/or 20.10.2, as applicable, for consulting contracts with multiple phases, or contracts that relate to, or are prior to, subsequent phases of a larger project.]

20.10 Conflict of Interest / Multiple Phase Projects – This Agreement is subject to the requirements of Government Code § 1097.6 relating to consultants entering into subsequent or multiple contracts for the same project.

20.10.1 Engaging or Advising on Public Contracting on behalf of the City.

A. The scope of Consultant’s work is limited to conceptual, preliminary, or initial plans or specifications for a prior stage of the project.

B. Consultant shall provide access to the work, such that all bidders or proposers for the subsequent stages shall have access to the same information as Consultant, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

20.10.2 Multiple Project Phases.

A. Consultant’s duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City.

B. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications.

C. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

This Agreement shall be binding on successors and assigns of the parties.

Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

The Recitals are incorporated by this reference.

(Signature page follows)

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”

“Consultant”
[insert name]

By _____

By: _____
[insert name], insert title]

Date: _____

Date: _____

Attest:

By _____
Andrea Flores, City Clerk

Date: _____

Approved as to form:

By _____
Matthew T. Summers, City Attorney

Date: _____

“EXHIBIT A” SCOPE OF WORK

[Insert Scope of Work text here]

[CAUTION – avoid attaching Consultant’s written proposal for the Scope of Work, as it may include provisions that conflict with the terms and conditions of this Agreement. It is best to draft a separate scope as Exhibit A.]

**“EXHIBIT B”
APPROVED FEE SCHEDULE**

[Insert Fee Schedule text here]

[CAUTION – avoid attaching Consultant’s written proposal for the Scope of Work, as it may include provisions that conflict with the terms and conditions of this Agreement. It is best to draft a separate fee schedule Exhibit B.]

NON-COLLUSION DECLARATION

TO BE EXECUTED 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 bid 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, bid 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 a 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

Printed Name of Signatory

WORKERS' COMPENSATION **INSURANCE CERTIFICATE**

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

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

DATE: _____

Contractor

By:

Signature

Title

Attest:

By:

Signature

Title

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.
2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a City proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City. No agent to a party or participant shall make a contribution in any amount to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City.
3. Prior to rendering a decision on a City proceeding, any councilmember or commissioner who received contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner shall be permitted to participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a councilmember or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- ☐ License
- ☐ Lease
- ☐ Permit
- ☐ Franchise
- ☐ Other Contract
- ☐ Other Entitlement

Name and address of any party, participant, or agent who has contributed more than \$500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____