

CITY OF VICTORVILLE



REQUEST FOR PROPOSAL

FOR

**GREEN TREE SEWER TRUNK LINE
GEOTECHNICAL MATERIAL CONSULTANT**

PROJECT BM20-095

**SUBMISSION DUE DATE AND TIME:
Monday, March 16, 2020**

AT

3:30 P.M. PST

RFP BM20-095
GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT
REQUEST FOR PROPOSAL

1. **INTRODUCTION:** The City of Victorville hereinafter referred to as "City" is soliciting proposals for **Geotechnical Services** from qualified firms which may lead to the award of a contract for material testing services for the Green Tree Blvd sewer trunk line project, BM20-078.
2. **SUBMITTAL LOCATION, CLOSING DATE, AND TIME:** Proposals shall be received by the Purchasing Division of the City of Victorville, at 14343 Civic Drive, Victorville, CA 92392 no later than **March 16, 2020** at 3:30pm PST. Faxed or emailed proposals will not be accepted. **Mailing Address:** P.O. Box 5001, Victorville, CA 92393-5001
3. **INQUIRIES:** Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request it in writing, no later than five (5) days before proposal due date to allow a reply to reach prospective Proposers before the proposal submission date. In order to receive such information, Proposers 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 Proposer 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:

Bruce Miller, Buyer
Phone (760) 955-5085 Fax (760) 269-0045
E-mail: bmillerv@victorvilleca.gov

Please reference "Request for Proposal BM20-095" when contacting the City regarding this solicitation.

4. **SELECTION CRITERIA:** The Engineering Department will review proposals and select the firm 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:
 1. Firms Qualifications, Related Experience and References.
 2. Proposed Staffing and Project Organization.
 3. Work Plan.
5. **PROPOSAL CONTENT:**
 - A. Statement of Qualifications.
 - B. Three (3) references of similar services provided to other cities. Provide current email addresses of individuals. And **clarify if this reference applies to the entire Consultant, or only to an individual on the team.**
 - C. Provide a brief description of the work plan that would be proposed to carry out the tasks set forth in this RFP, including the availability of the key staff identified, as well as which staff would be assigned and response times for specific tasks.
 - D. Cost Proposal Form. The cost proposal shall address each task listed in the scope of work separately and shall include an estimated level of effort for each task and a schedule of hourly rates for consulting services for all classifications of positions proposed to be associated with the agreement.
6. **DELIVERABLES (for RFP):**

Submit one (1) original and three (3) printed copies of the Statement of Qualifications. There is no maximum number of pages, but *please be concise* (consideration will not be given for bulk). **Submit one (1) Cost Proposal Form in a separate sealed envelope;** identify it as "*Cost Proposal*"
7. **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.

RFP BM20-095
GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT

TABLE OF CONTENTS

This solicitation package includes the sections and subsections listed below. If any of these items are missing from your solicitation package, please notify the contact identified in the RFP.

SECTION A - TERMS AND CONDITIONS 1

- 1. WAITING PERIOD: 1
- 2. INSURANCE – CONSULTANT/PROFESSIONAL SERVICES: 1
 - A COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE 1
 - B WORKERS' COMPENSATION INSURANCE 1
 - C PROFESSIONAL LIABILITY INSURANCE 1
 - D ADDITIONAL INSURED 1
 - E WAIVER OF SUBROGATION RIGHTS 2
 - F PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS 2
- 3. PREVAILING WAGES 2
- 5. PROPOSAL PREPARATION COSTS: 3
- 7. WITHDRAWAL OF PROPOSAL BEFORE CLOSING: 3
- 8. MISTAKE IN PROPOSAL: 4
- 9. PROPOSAL LABELING: 4
- 10. PROPOSAL SUBMITTAL: 4
- 11. PROPOSAL ACCEPTANCE: 4
- 12. TERM OF CONTRACT: 4
- 13. CARE AND CUSTODY: 4
- 14. INTERPRETATION OF DOCUMENTS: 5
- 15. UNDERSTANDING OF THE PROJECT 5
- 16. PROPOSAL FEE: 5
- 17. PUBLIC RECORD: 5
- 18. CONTRACT EXECUTION: 5
- 19. ACCEPTANCE AND PAYMENT: 5
- 20. FEDERAL, STATE, AND LOCAL LAWS: 5
- 21. RETENTION OF AND ACCESS TO RECORDS: 5
- 22. DRUG-FREE WORKPLACE REQUIREMENTS: 6
- 23. AMERICANS WITH DISABILITIES ACT: 6
- 24. ORDER OF PRECEDENCE: 6
- 25. CONFLICT OF INTEREST: 6
- 26. DISPUTES: 6
- 27. INDEMNIFICATION: 6
- 28. HIRING OF ILLEGAL ALIENS PROHIBITED: 7
- 29. NON-COLLUSION DECLARATION: 7
- 30. CITY BUSINESS LICENSE: 7
- 31. TERMINATION FOR CONVENIENCE: 7
- 32. TERMINATION FOR DEFAULT: 7
- 33. OWNERSHIP OF MATERIALS & DOCUMENTS: 8
- 34. CONFIDENTIALITY: 8
- 35. AMENDMENTS & REQUESTS: 8
- 36. NON-COMMITMENT OF THE CITY: 8
- 37. GENERAL COMPLIANCE WITH LAWS: 8
- 38. AFFIRMATIVE ACTION: 8

SECTION C - TECHNICAL PROVISIONS AND SCOPE 1

- 1. PROJECT DESCRIPTION AND BACKGROUND 1
- 2. PROJECT SCHEDULE 1
- 3. ENVIRONMENTAL CLEARANCE 2
- 4. ENVIRONMENTAL PERMIT 2
- 5. RIGHT OF WAY 2
- 6. SCOPE OF SERVICES 2
 - A. PROJECT PERSONNEL 2
 - B. EARTHWORK OBSERVATION & TESTING 3
 - C. CONCRETE OBSERVATION & TESTING 3
 - D. Asphalt Concrete Observation and Testing 3
 - E. Standardized ASTM Laboratory Testing 3
 - F. Meetings 4
 - G. Quality Assurance 4
 - H. Monthly Progress Report and Invoice 4
 - I. Project Records and Documents 4
 - J. Prevailing Wages 4
- 7. UNIT PRICES 5
- 8. CONSTRUCTION SUPPORT 5
- 9. INFORMATION AVAILABLE FROM THE CITY 5
- 10. DELIVERABLES 6
- 11. QUALIFICATIONS AND EXPERIENCE OF PROJECT TEAM 6
- 12. UNDERSTANDING OF PROJECT SCOPE 6
- 13. RESUMES OF KEY TEAM MEMBERS 6
- 14. SEALED FEE PROPOSAL 6
- 15. METHOD AND CRITERIA FOR SELECTION 6

SECTION D FORMS 1

- SUBMISSION CERTIFICATION 1
- COST PROPOSAL FORM 2
- PROPOSER IDENTIFICATION 3
- CUSTOMER REFERENCES 4
- WORKERS' COMPENSATION CERTIFICATE 5
- SIGNATURE AUTHORIZATION 6
- NON-COLLUSION DECLARATION 7
- EXCEPTIONS FORM 8
- ADDITIONAL INFORMATION 9
- SENATE BILL 854 10
- DEBARRED CERTIFICATION ACKNOWLEDGEMENT 11

ATTACHMENT A
QUALITY ASSURANCE PROGRAM (QAP) MANUAL
PLANS
SOILS REPORT

BM20-095

GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT

SECTION A - TERMS AND CONDITIONS

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 sixty (60) days from the date of the proposal opening until proceedings are completed and an award is made. Proposer shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

2. INSURANCE – CONSULTANT/PROFESSIONAL SERVICES:

A 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.

B 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.

C 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.

D 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.

E 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.

F 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 District 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 District 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 District 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 District. 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. **PREVAILING WAGES:** In accordance with the provisions of California Labor Code Sections 1720, 1770-1776, 1810, 1813, and 1815, as amended, the Director of the DIR has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code Section 1773 for the locality in which the Work is to be performed. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work, and shall post a copy of said wage rates at the project site.

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 and 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.

The delivery company shall provide certified payroll records under Labor Code section 1776(1) to the party that engaged its services and to the general contractor. The time record must be certified by each driver for the performance of job duties.

The contractor and all subcontractors shall comply with **all** applicable Federal and State laws, regulations, and guidelines required in the performance of the contract. Copies of the updated Wage Determination rates are available to any interested party, by visiting www.dir.ca.gov for State of California. Additionally, copies of the State prevailing rate of per diem wages rates are on file at the City of Victorville Finance Division, and shall be made available for review to any interested party on request.

Contractor shall be solely responsible for using the correct wage decision 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 (1720, 1770-1776, 1810, 1813, and 1815, as amended), 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.

- ELECTRONIC CERTIFIED PAYROLL REPORTING (eCPR):** Contractors and subcontractors on all public works projects awarded on or after April 1, 2015, must use this system to furnish certified payroll records (CPRs) to the Labor Commissioner. Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new system. For more information, please go to www.dir.gov under Labor Law Public Works. A copy of proof of payroll submission is required with each invoice to the Utilities Department.

This project is subject to compliance monitoring and enforcement by the DIR.

- PROPOSAL PREPARATION COSTS:** The City is not, nor shall be, deemed liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.
- PROPOSAL INCLUSIONS:** The "Request for Proposal" documents shall be returned in their entirety, with **ALL** applicable portions fully completed by the Proposer. All Proposers 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.
- WITHDRAWAL OF PROPOSAL BEFORE CLOSING:** Any Proposer 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 Proposer's proposal null and void, and return the proposal to the Proposer unopened. Withdrawal of Proposer's proposal will not prejudice Proposer's resubmittal for this or any future proposal(s).

8. **MISTAKE IN PROPOSAL:** Any Proposer may withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Proposer can establish to the City's satisfaction, that a mistake was made in preparing the proposal.
1. A Proposer 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 Proposer who claims a mistake shall be **prohibited** from submitting further proposals on the Project on which the mistake was claimed.
9. **PROPOSAL LABELING:** The proposal shall be submitted in a **sealed envelope** with all original pages intact. Proposal envelopes must be **plainly marked** and submitted as follows:
**“RFP FOR GREEN TREE SEWER TRUCK LINE
GEOTECHNICAL MATERIALS CONSULTANT, PROJECT BM20-095”**
10. **PROPOSAL SUBMITTAL:** All Proposers shall complete and return one (1) original, four (4) copies, and one (1) digital version of their proposal to City of Victorville, 14343 Civic Drive, Victorville, CA 92392, attention Purchasing. 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, Proposers 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. Proposers should send the completed proposal consisting of (1) original, four (4) copies, and one (1) digital version of their proposal to the address noted in paragraph I, above.
11. **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) Proposer if such action is deemed to be in the best interest of City. The award of the contract, if awarded, will be made within forty-five (45) working days after opening of the Bid Proposals. The bidder's signature on the Bid Proposal Form shall constitute a commitment on the part of that Bidder to furnish the service as set forth in the Bid Proposal Form and the Specifications. The Bid Proposal Form, together with the specifications of the **GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT**, 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 **GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL SERVICES** as set forth herein.
12. **TERM OF CONTRACT:** The term of this contract shall be ninety-nine (99) working days.
13. **CARE AND CUSTODY:** The Consultant 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. Consultant shall reimburse the City for any loss or damage to City articles in his or his agents care or custody.

- 14. INTERPRETATION OF DOCUMENTS:** During the proposal solicitation period, should a Proposer find discrepancies or omissions in any part of the "Request for Proposal," or should the Proposer be in doubt as to their interpretation, the Proposer shall immediately notify the contact indicated in Section A(C), above. Should it be found necessary, an addendum will be sent to all Proposers. 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 Proposer, shall be specifically noted on the form provided in Section D.
- 15. UNDERSTANDING OF THE PROJECT:** The proposal shall contain a detailed explanation of the project. Do not reiterate the contents of the RFP.
- 16. PROPOSAL FEE:** Proposer's proposal fee shall be indicated on the Proposal Sheets (provided in Section D), for **GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT, BM20-095** for the City, as required in Section C, "Technical Provisions and Scope." Each Proposer 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 Proposer 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 Proposer in his/her proposal shall be subject to negotiations between the City and the Proposer. This may include, but is not limited to, scope, composition of the project team, time frame and fees.
- 17. PUBLIC RECORD:** Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record upon contract award, and be made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The proposer who claims such an exemption must also state in the proposal that, "The Proposer agrees to indemnify and hold harmless the City and its officers, employees and agents from any claims, liability or damages against the city and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party."
- 18. CONTRACT EXECUTION:** The Consultant shall execute a contract (Agreement) with the City for the Services to be provided. A sample Agreement is provided as Attachment "A" at the end of this RFP
- 19. 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, to include information on services rendered. 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. 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.
- 20. FEDERAL, STATE, AND LOCAL LAWS:** The Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations.
- 21. 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 shall make such records available for inspection, audit, copying excerpts and transcriptions.

- 22. DRUG-FREE WORKPLACE REQUIREMENTS:** The Consultant shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).
- 23. AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 24. 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 BM20-095, including the fully executed contract
 3. Consultant's proposal dated (to be determined).
- 25. CONFLICT OF INTEREST:** No member, officer, or employee of the City or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- Furthermore, the parties hereto covenant and agree that to their knowledge no board 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 of Victorville, and that 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 a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I and Section 4529.12 of the Government Code of the State of California.
- 26. DISPUTES:** Any controversy or claim arising out of or relating to the provisions of this Agreement 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. Should either party file a court action to resolve any dispute pertaining to this Agreement, any court action shall be initiated in the County of San Bernardino.
- 27. INDEMNIFICATION:** Notwithstanding the limits of any insurance, Proposer 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 Proposer, its agents, employees, subconsultants, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Proposer hereunder, or arising or alleged to arise from Proposer'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. Proposer 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. Proposer 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 Proposer's (or its agents', employees', subconsultants' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Proposer agrees to save and hold City, its officials, volunteers, officers, agents, and employees harmless therefrom;
3. In the event, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Proposer 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 Proposer hereunder, Proposer 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. Proposer'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 Consultant's indemnification obligations pursuant to this Section shall survive the termination of this Agreement.

28. HIRING OF ILLEGAL ALIENS 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.

29. NON-COLLUSION DECLARATION: All bids must be accompanied by a signed Non-Collusion Declaration per the Public Contract Code Section 7106.

30. CITY BUSINESS LICENSE: The Consultant shall obtain a City business license prior to commencing work for the City of Victorville.

31. 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.

32. 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.

33. 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.

34. 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.

35. AMENDMENTS & REQUESTS:

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

36. NON-COMMITMENT OF THE CITY:

This Request for Proposals does not commit the City to award 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 Proposals will remain in the public domain at the completion of the contract.

37. GENERAL COMPLIANCE WITH LAWS:

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

38. 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 bids 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 bid proposals for award of contract.**

RFP BM20-095
GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT

SECTION C - TECHNICAL PROVISIONS AND SCOPE

1. PROJECT DESCRIPTION AND BACKGROUND

The City of Victorville is soliciting proposals from a qualified geotechnical engineering consulting firm to provide professional quality assurance material testing for the construction of the Green Tree Extension Sewer Trunk Line project and water main line upgrades. This underground work is required to be completed before the construction of the Green Tree Blvd Rd improvement project. The future Green Tree Blvd project will involve new construction extending the road from Hesperia Rd through some hills, over washes and the BNSF railroad to connect to Ridgecrest Rd. It is essential that the underground work and associated earthwork be completed as soon as possible to make the necessary adjustments to the Green Tree Blvd improvement plans.

Sewer Trunk Line:

The sewer trunk line will be constructed from the west side of the BNSF railroad parallel with Ridgecrest Rd to Hesperia Rd, turn south down the centerline of Hesperia Rd where it will turn west and connect to an existing trunk line. There will be a total of five (5) sewer pipelines connecting to this trunk line. Earthwork will involve the rough grading of a thirty (30) foot wide sewer alignment through some hills along the Green Tree Blvd right of way. Approximately 21,400 cubic yards of unclassified cut from the hills and three (3) foot of subexcavation work for a bridge abutment embankment will be performed. All of this soil will be used to place approximately 18,200 cubic yards of unclassified fill for the bridge abutment. The construction of the sewer trunk line will involve approximately 5,500 lineal feet of trench excavation and backfill of depths ranging from ten (10) to forty (40) deep below existing or proposed rough grades. Prefabricated manholes and pipe will be placed on compacted gravel bedding. This same material will be placed around the conduit and a minimum of six (6) inches above the top of the pipe in accordance with City Std Dwg SS-05. Trench backfill on top of this pipe bedding zone will be placed in compacted lifts utilizing excavated material. Excess soil will be transported and utilized as compacted fill for the bridge embankment. Trench repairs work including the placement of base and asphalt on Hesperia Rd and Coad Rd will also be performed. A copy of the improvement plans will be provided in the appendix

Water Main Upgrade:

The construction scope of work for the water main line upgrades will include two (2) separate pipelines trenched in Green Tree Blvd and Hesperia Rd totaling approximately 2,375 lineal feet of pipe tied into existing systems and some stub outs for future use. The removal and replacement of road pavement will be included in this work.

2. PROJECT SCHEDULE

The anticipated construction start date is May 4, 2020 with a construction duration of 100 working days. Shown below is a tentative schedule for the RFP. The schedule is subject to change and does not commit the City to meeting specific dates.

Request for Proposal Available	3/2/2020
Proposals Due, 2:30 p.m.	4/16/2020
Final Selection Announcement	4/17/2020
Negotiation with Selected Firm Completed	4/18/2020
Council Agenda Item Due (if required)	4/24/2020

Technical Provisions

Green Tree Sewer Trunk Line Geotechnical Material Consultant

BM20-095

Award Agreement	5/7/2020
Execute Agreement & Notice to Proceed	5/9/2020

3. ENVIRONMENTAL CLEARANCE

The environmental document and process was approved and completed prior to the competitive bidding process. There are environmentally sensitive areas where the contractor and construction activities may be limited.

4. ENVIRONMENTAL PERMIT

The City has obtained the necessary environmental permits from California Fish & Wildlife, State Water Board and Army Corps of Engineers to begin the construction of the Green Tree Extension Sewer Trunk Line project. Training of Consultant personnel by the project Biologist will be required before work commences.

5. RIGHT OF WAY

All work shall be performed within the City right of way for Green Tree Blvd and Hesperia Rd.

6. SCOPE OF SERVICES

The Consultant shall perform, coordinate and manage the completion of tasks described in this scope of services and monitor project costs. The work generally consists of taking soils samples, conducting in-place relative density test for soils, asphalt and base. All soils testing shall be conducted in accordance with ASTM Standards. The minimum frequency of testing required is listed in the City's Quality Assurance Program for Capital Improvement Projects. The city may reduce the required frequency of testing listed in the QAP. Consultant may modify the scope of services contained herein in their proposal, in order to more effectively respond to this RFP. The scopes of services, described herein, are not intended to be comprehensive nor exclusive; they are merely set forth as a general outline of the work that is expected:

A. PROJECT PERSONNEL

The consultant shall adequately staff the project to manage, inspect and promptly report to the City daily field reports, field test results, laboratory test result review and certified by an engineer. Roles and responsibilities of key personnel are listed below.

a) Project Engineer (PE)

The Consultant (PE) shall be a licensed geotechnical engineer responsible for certifying material test results, both laboratory and field comply with project specifications and reports.

b) Project Manager (PM)

The Consultant PM shall be responsible for determining the frequency of material testing in accordance with the City of Victorville QAP Manual, coordinating with the City project manager and or public works inspectors. The PM shall be responsible for submitting certifications of qualifications for individuals to perform quality assurance testing of materials both in a laboratory and in the field. Other work includes reviewing daily field reports, test results and verifying that certified individuals performed that work and their names are listed on reports submitted to the City. The PM shall be responsible for determining the completeness and clarity of work performed & observations reported in daily field reports from field personnel. The PM shall review lab test results to ensure completeness & compliance with test standards. The PM may also be the PE. The PM shall submit a report to the City containing results of daily special inspection activities and test results no later than 48 hours. Any laboratory tests performed on materials that

do not meet specification requirements shall be reported immediately to the City project manager.

c) Special Inspectors

The Consultant shall provide experienced special inspectors certified by ACI, ICC, or AASHTO to perform the respective observations, field sampling and testing methods utilized. Copies of certifications shall be provided to the City prior to the start of work. The Consultant shall obtain prior written approval from the City for replacement of team members for any reason.

d) Laboratory Technicians

The Consultant shall provide experienced laboratory technicians certified by ACI, ICC, or AASHTO to perform the respective test methods utilized. Laboratory and technician certifications shall be provided to the City prior to the start of work.

B. EARTHWORK OBSERVATION & TESTING

The scope of work for earthwork observation and testing may include:

- Clearing & Grubbing Observations
- Soil Sampling
- Sub-excavation Observations
- Unclassified Cut, Haul & Compacted Fill
- Soil Compaction Testing of Fill
- Soil Compaction Testing of Pipe Bedding
- Soil Compaction Testing of Trench Fill
- Sub-grade Compaction Testing
- Aggregate Base Compaction Testing

C. CONCRETE OBSERVATION & TESTING

The scope of work for concrete observation & testing may include:

- Concrete Placement
- Concrete Sampling

D. Asphalt Concrete Observation and Testing

The scope of work for laboratory testing may include:

- Asphalt Sampling
- Asphalt Compaction Testing

E. Standardized ASTM Laboratory Testing

The scope of work for laboratory testing may include:

- Soil Max Density & Optimum Moisture Content
- Soil Sand Equivalent
- Soil Gradation Sieve Analysis
- Aggregate Gradation Sieve Analysis
- Marshall Stability
- Marshal Density
- Asphalt Extraction-Solvent
- Sieve on Extracted Sample
- Theoretical Maximum Density
- Concrete Compressive Strength Testing

F. Meetings

- Kick-off Meeting - The consultant shall organize an initial project meeting with the City staff to review and confirm project scope, risks, issues, assumptions and constraints as well as project schedule.
- Monthly Progress Meetings / Conference Calls - The consultant shall conduct progress meetings (or a conference call) with City staff to review project progress and redirect elements as necessary to ensure the project's progress within the available budget, funding and schedule.

G. Quality Assurance

The Consultant will have a Quality Assurance Plan in effect for the duration of the Scope of Services. The plan will establish a process whereby all deliverables are checked prior to any formal submission and all job-related correspondence and memoranda are appropriately filed. An appointed Quality Assurance PM will monitor and review project activities and deliverable schedules.

H. Monthly Progress Report and Invoice

The Consultant shall submit a monthly invoice which shall be accompanied by a progress report that summarizes the work completed within the period including original PE stamped/signed field & laboratory test results. The Consultant can only invoice for costs that actually incurred before invoicing the City. All work shall be billed per the agreed unit prices set forth in the Cost Proposal Form. Unit prices listed in the Cost Proposal Form shall supersede the Consultants fee schedule.

a. Invoices shall include the following:

- Prepare in format similar to the amounts of: contract, billed to date, this invoice and remaining in contract and percent billed.
- Signed by the Consultant's Project Manager/Project Engineer; and
- The timesheet of all personnel working on this project shall be attached.
- Have a unique invoice number.
- Individually dated daily charges by category (field technician-soils, Lab-concrete breaks, etc).
- All staff, administration and pick up fees shall be included in the various items of work.

I. Project Records and Documents

The Consultant is required to maintain all required records at its office for the duration of project and submit to the City copies at request. The name of all individuals who perform any ASTM testing in the field and laboratory shall be clearly indicated on all reports. The use of initials in lieu of fully spelled out names for such individuals **is prohibited**. All final reports daily field reports and test summary sheets shall be typed and wet signed by technicians/engineer. Hand written documents will not be accepted. The City, duly authorized representatives and other jurisdictional agencies shall have access to any documents, books, papers, and records of the consultant (which are directly pertinent to this project) for the purpose of making an audit, examination, excerpts, and transcriptions.

J. Prevailing Wages

The consultant shall comply with any and all state prevailing wage requirements. As noted

in Section B, paragraph C, "Payment of State prevailing wage rates, when higher than Federal rates, are required whenever federally funded or assisted projects are controlled or carried out by California awarding bodies of any sort."

7. UNIT PRICES

The Consultant shall provide unit prices in the Cost Proposal based on all biddable work for this improvement project. The technician onsite shall be scheduled at least a 4-hour minimum per work day.

ALL EQUIPMENT REQUIRED TO PERFORM LABORATORY AND FIELD WORK (TRUCK, SLUMP, NUCLEAR GAUGE, TOOLS, ETC) SHALL BE INCLUDED IN THE COST PER UNIT PRICE!!!

The cost proposal shall include the cost to perform the following:

- Observations and determination of soil relative density (ASTM D1557) for all backfilled material, cost to perform testing (ASTM D1556/D6938) shall be included in the technician hourly rate. At least one (1) sand cone test (ASTM D1556) shall be performed per day soil compaction testing occurs.
- Observations and determination of asphalt laydown & relative density, cost to perform testing (ASTM D2950) shall be included in the technician hourly rate.
- Daily Field Report containing observations of work performed, where, with what equipment, any issues etc, with or without test results. One (1) original signed hard copy & one (1) digital copy submitted to the City. Draft **DFRs & test results** are due to the City within 24 hours. Original stamped/signed test results hard copies are due with invoice submittal.
- Preparation and submittal of one (1) original signed hard copy and (1) digital copy of the laboratory reports with test results and details. Draft test results are due to the City within 24 hours of completion. Original stamped/signed copies are due with invoice submittal.
- Technician travel time to and from the project site will not be counted. The technician is expected to be onsite for the time billed to the project.
- City representative reserves the right to request a substitute technician of its liking to ensure that the tasks being performed by the technician are to the satisfaction of the City representative; please submit the list of technician(s) available and their resumes at the time of Contract Award.

8. CONSTRUCTION SUPPORT

- A. Meetings – The Consultant shall attend the pre-construction meeting and additional meetings when required by the City.
- B. Owner of Project Documents – The City will be the owner of all original documents, and digital information. All digital and/or computer-generated drawings shall be the property of the City and two (2) copies shall be submitted to the City.
- D. Dispute Resolution – In the event of a materials failure or a materials dispute over the course of the project, the materials engineer/technician who provided construction support and services shall be available to help, advise and provide additional testing or other services as required.

9. INFORMATION AVAILABLE FROM THE CITY

The following documents will be made available to the Consultant:

- A. Plans:
 - Green Tree Extension Sewer Trunk Line S-895
 - Rezone-1A WP-1418

- Soils Report
- B. Project Specifications
- C. City of Victorville QAP Manual

10. DELIVERABLES

- A. Monthly Report containing a summary of work performed including:
 - Certified laboratory material tests results (PE stamp);
 - Daily field reports and certified material testing summary (PE stamp).
- B. Certifications of all consultant PE, PM, staff & technicians that participated in the work;
- C. Certifications of laboratory technicians, Lab & equipment calibrations.

11. QUALIFICATIONS AND EXPERIENCE OF PROJECT TEAM

The consultant shall designate a project team comprised of experienced professionals and technical staff to competently and effectively perform the work. The consultant and sub-consultant(s) (if applicable) shall provide information on their business, applicable certificates of recognition, and other pertinent information that demonstrates their qualifications to perform the work under this RFP. The proposal shall include only references to similar projects serving public agencies performed by the consultant and sub-consultants.

12. UNDERSTANDING OF PROJECT SCOPE

The consultant shall demonstrate an understanding of the generalized scope of services for the work. The consultant shall set forth the means and methods to accomplish the required services; and, also, shall address the methodology, techniques, processes, and types of equipment they propose to use. The proposal shall, also, include a rough schedule for services to be provided in this project.

13. RESUMES OF KEY TEAM MEMBERS

The proposal shall include resumes of the key team members, limited to two pages per person. The resumes should indicate employer names for experience gained under another employer. The team members should have at least five years experience in their field of expertise.

14. SEALED FEE PROPOSAL

Consultant's fee shall cover all services necessary for the successful execution of this project. Consultant shall provide a cost break down by task along with estimated hours, personnel proposed, classification and hourly rates. The City is requesting a cost break down to analyze the fee; however this contract will be a "not-to-exceed" amount with a defined scope of services. Prior to any added services being performed by the consultant, the CITY shall authorize any such increase to the final negotiated fee in writing.

15. METHOD AND CRITERIA FOR SELECTION

The City will verify that each proposal contains all of the forms and other information require by this RFP. If all require information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date will not be allowed.

A. EVALUATION OF WRITTEN PROPOSALS

The Engineering Department will review consultant proposals and select the firm most qualified to provide the requested services. A consultant selection committee, with a minimum of three members, will be appointed at the beginning of the consultant selection process. The committee will review each written proposal submitted by consultants to

determine if they meet the requirements of this RFP. Staff may contact the firm(s) for additional information or clarifications. Failure to meet the essential requirements for this RFP may be cause for rejection of the proposal. The committee may make independent random checks of the consultant's references as well as sub-consultants. The following criteria will be used to rank written proposals:

- a. **Firm Qualifications, Related Experience and References:** Firm'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. Weighted at 33%.
- b. **Proposed Staffing and Project Organization:** Technical expertise and professional competence in areas directly related to the work identified in this RFP; level of experience, certifications and licenses required and training key personnel assigned, including subcontractors, 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. Weighted at 33%.
- c. **Work Plan:** Depth of understanding of the City's needs and requirements, and understanding of the Scope of Services. Proposer's approach and methodology/systems reflecting the ability to provide the requested Services. 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; a realistic and sufficiently detailed project schedule. Weighted at 34%.

The City will rank the firms based on written proposals. After this, the City may interview three firms that are ranked the highest.

The prospective consultants are advised that, the DBE plan will not be evaluated for ranking of the consultants. However, if a consultant does not propose any plan or does not propose a plan that reasonably achieves the DBE goal, the consultant proposal may be considered non-responsive and rejected without further evaluation.

B. NEGOTIATION WITH TOP RANKED CONSULTANT

At the conclusion of the ranking process, the sealed fee proposal for the highest ranked consultants will be opened. These fee proposals along with independent cost estimate prepared by the CITY will establish the basis for negotiating the compensation for services incorporated in this RFP. Subsequently, the CITY will enter into negotiation with the top-ranked consultant. The goal of negotiation is to agree on a final contract that will deliver to the CITY the services and/or products required at a reasonable and fair compensation. The following items are typically negotiated:

- Detail scope of work
- Schedule, mile-stones, and deadlines
- Classification, wage rates, and experience level of personnel to be assigned
- Cost items, payments, and fees

If a fair and reasonable compensation cannot be negotiated with the top-ranked consultant, a new negotiation will be started with the next highest-ranked consultant. If this new negotiation fails, the process will be repeated until a contract is negotiated successfully.

The prospective consultant is advised that, should this Proposal result in award of a contract, the contract will not be in force until it is approved and fully executed by the City of

Victorville.

C. BRIEFING UNSUCCESSFUL CONSULTANTS

All consultants will be informed about the final ranking of consultants after award of the contract via email.

After award of the contract to the selected consultant, other prospective consultants may be briefed on their strength and weakness but in no case such briefing shall include comparison to other consultants competing for the project. Point ratings and rankings will not be given.

SECTION D FORMS

SUBMISSION CERTIFICATION

I hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled "**GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT, BM20-095**". All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- Submission Certification
- Cost Proposal Form
- Proposal Identification
- Customer Reference
- Worker's Compensation Certification
- Signature Authorization
- Non-Collusion Declaration
- Exception Form
- Additional Information
- SB 854 Certification
- Debarred Certification Acknowledgement
- Acknowledgement Pages for All Addenda (if any)

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.

Company Name

Authorized Signature	Date	Printed Name and Title
----------------------	------	------------------------

Telephone Number

**RFP BM20-095
GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT
COST PROPOSAL FORM**

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

The undersigned declares he has carefully examined the Terms and Conditions; & being familiar with all of the conditions surrounding the work, including labor, hereby proposes to furnish all labor, materials, tools, equipment, & incidentals, to complete all the work. All rates submitted must be all-inclusive & final. The City will not pay any separate costs for travel, lodging, equipment, per diem, printing, shipping, etc.

ITEM	HOURS	UNIT	DESCRIPTION	UNIT COST	TOTAL PRICE
PROJECT ADMINISTRATION					
1		HR	GEOTECHNICAL ENGINEER		
2		HR	PROJECT MANAGER		
3		HR	LAB MANAGER		
4		HR	OFFICE ASSISTANT		
5		HR	SOIL TECHNICIAN w/EQUIPMENT		
6		HR	CONCRETE TECHNICIAN w/EQUIPMENT		
7		HR	ASPHALT TECHNICIAN w/EQUIPMENT		
8		EA	SAMPLE PICKUP & DELIVERY (per trip)		
LABORATORY TESTING					
9		EA	GRADATION, ASTM C136		
10		EA	SAND EQUIVALENT, ASTM D2419		
11		EA	MAX DENSITY, ASTM D1557 (A, B)		
12		EA	MAX DENSITY, ASTM D1557 (C)		
13		EA	R-VALUE, ASTM D2844		
14		EA	CONCRETE SAMPLING, ASTM C172		
15		EA	COMPRESSION TEST, ASTM C39		
16		EA	MARSHALL, ASTM D6927		
17		EA	MAX DENSITY, ASTM D2041		
18		EA	BITUMEN CONTENT, ASTM D2172		
19		EA	GRADATION, ASTM D136/C117		
				TOTAL	

The City does not evaluate the RFP based on price.

I hereby certify that I have the authority to offer this proposal/bid to the City of Victorville for the below 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.

Proposer's Signature	Company Name	
Printed Name	Title	Date

PLEASE NOTE - THIS PAGE NEEDS TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS "PROPOSAL SHEET ONLY – GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT, PROJECT BM20-095."

RFP BM20-095
GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT
PROPOSER IDENTIFICATION

1. Legal name of Proposer: _____
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 Proposer's principal place of business is located.
Number: _____ Issuing City: _____
9. Contractors License number and expiration date.
Number: _____ Expiration date: _____
10. Federal Tax Identification Number: _____
11. Proposer's Project Manager: _____
12. Federal Tax Identification Number: _____
13. Name and Title of Authorized to sign Legal Document: _____

**RFP BM20-095
GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT**

CUSTOMER REFERENCES

Proposer: _____

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

RFP BM20-095
GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT
WORKERS' COMPENSATION CERTIFICATE

The Proposer 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 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	_____ Business License Number
_____ Title	_____ Date

**RFP BM20-095
GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT
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.

**RFP BM20-095
GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT**

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

RFP BM20-095
GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT

EXCEPTIONS FORM

Should Proposer 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: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

RFP BM20-095
GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT
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. The 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.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Contractor are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies for public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

The 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: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

RFP BM20-095
GREEN TREE SEWER TRUNK LINE GEOTECHNICAL MATERIAL CONSULTANT
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

CITY OF VICTORVILLE, CALIFORNIA

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

SAMPLE AGREEMENT ONLY AGREEMENT WILL BE MODIFIED TO REFLECT THE ACTUAL ASSOCIATED STIPULATIONS INDICATED IN THE SPECIAL PROVISIONS AND OTHER APPLICABLE CONTRACT DOCUMENTS

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
CONSULTANT COMPANY NAME
FOR
PROJECT TITLE 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], [STATE FORM OF BUSINESS], 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 Consultant/Professional Services Provider Agreement for PROJECT TITLE AND PROJECT # (the “Project); 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 TITLE 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(CHANGE AS APPLICABLE)

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. PROPOSAL

Consultant shall provide to the City those services set forth in the Proposal, 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 **SPELL OUT AMOUNT and 00/100 Dollars (\$0000000)** for faithful performance of the services to be rendered under this Agreement, subject to the Proposal 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 "A"**, 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. PROPOSAL (change as applicable)

The City shall pay Consultant as provided in the Proposal, attached hereto as **Exhibit "A"**, and incorporated as part of this Agreement by this reference. The provisions of **Exhibit "A"** 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. RESERVED

Section 6. TERM OF AGREEMENT

This Agreement shall be for an Initial Term of **[NUMBER of MONTHS]**, commencing on **(COMMENCEMENT DATE)** (the "Commencement Date") and expiring on **(TERMINATION DATE)** (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.

[IF NO OPTION PERIODS -- DELETE THIS SECTION FROM THE AGREEMENT IN IT'S ENTIRETY]--

This Agreement may be extended for **ONE (1)** 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 Proposal **set forth in Exhibit A** 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 to **(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. **[SERVICE 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 TITLE**, 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 **Exhibit "A" (CHANGE AS NEEDED)** is 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 **Exhibit "A"** the terms of this Consultant/Professional Services Standard Provider Agreement shall control and nothing set forth in **Exhibit "A"** 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: **[DEPT. HEAD]**

(REQUESTING) DEPARTMENT
City of Victorville
14343 Civic Drive
Victorville, CA 92392

To Consultant:

[REPRESENTATIVE]

[COMPANY]

[ADDRESS]

[CITY], [STATE] [ZIP CODE]

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 48. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

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.

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.

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

THE CITY OF VICTORVILLE

CONSULANT

By: _____

By: _____

**(INSERT DEPT. HEAD NAME AND TITLE)
(MAYOR NAME AND TITLE IF OVER \$50K)**

**(INSERT NAME & TITLE OF
PERSON SIGNING ON BEHALF,
OF CONSULTANT**

Dated: _____

Dated: _____

ATTEST (over 50K)

By: _____

**Charlene Robinson,
City Clerk**

Dated: _____

THE CITY OF VICTORVILLE

**APPROVED AS TO STANDARD
FORM:**

By: _____

**Chuck Buquet,
Risk Manager**

By: _____

**Andre de Bortnowsky,
City Attorney**

Dated: _____

Dated: _____