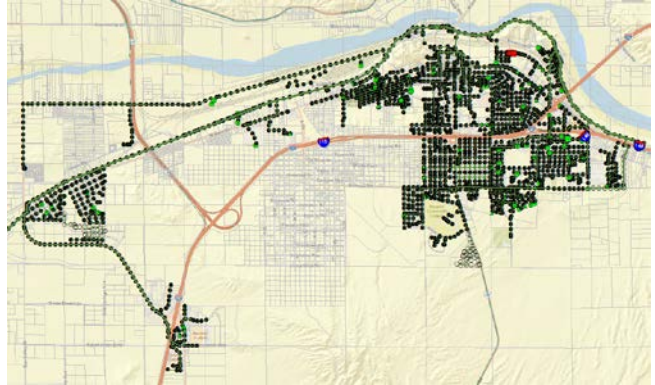




REQUEST FOR PROPOSALS



Amending the Citywide Wastewater, Water, and Sewage Facilities Master Plan

RFP NUMBER: ENG-211101

Proposals must be received by the City Clerk, City of Barstow City Hall at 220 E. Mountain View Street, Suite A, Barstow, California 92311 no later than;

DATE DUE: Tuesday, February 22, 2022
TIME DUE: 4:00 p.m.

Envelope(s) shall be sealed and marked;
“Amending the Citywide Wastewater and Sewage Facilities Master Plan”

RFP Questions, contact;

Domingo D. Gonzales, Engineering Services Administrator
Email: dgonzales@barstowca.org
Telephone: (760) 255-5156

Submit Proposal to:

City Clerk’s Office
220 E. Mountain View Street, Suite A
Barstow, CA 92311

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

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NOTICE OF INVITING PROPOSALS

Notice is hereby given that Request for Proposals (RFP) for providing Amending of the Citywide Wastewater and Sewage Facilities Master Plan will be received at the office of the City Clerk, 220 East Mountain View Street, Barstow, California, until 4:00pm (local) on February 22, 2022.

DESCRIPTION OF WORK: Each RFP shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications shall be grounds for rejection.

OBTAINING RFP DOCUMENTS AND REGISTRATION AS PROPOSER:

The RFP documents may be downloaded via the internet at [Bid Opportunities / Request for Proposals | City of Barstow \(barstowca.org\)](#). If you are interested in submitting a proposal, it is IMPERATIVE that you contact the Engineering Service Administrator by emailing dgonzales@barstowca.org the **Officially Register Form** with your company name, address, phone, fax, contact person, and email address. **Register by February 8, 2022, 4:00 p.m.** Failure to officially register may result in not receiving addenda to the RFP. Failure to acknowledge the addenda to the RFP may render your proposal as non-responsive.

PROPOSALS:

1. Costs for the preparation of RFPs will be borne by the consultant. This request does not constitute an offer of employment or contract for services.
2. Proposals shall be submitted in an 8 ½ x 11 format including any City provided forms.
3. All Proposals must be received by mail, recognized carrier, or hand-delivered no later than 4:00 p.m. on **February 22, 2022**. Late RFPs will not be considered
4. Submit one original with original signatures and four copies of the written proposal.
5. The City reserves the option to reject any or all RFPs, wholly or in part, and to waive any informalities received by reason of this request.
6. The City reserves the option to retain all RFPs, whether selected or rejected.
7. The City reserves the right to select the Consultant who presents the RFPs, which in the judgment of the City, best accomplishes the desired results.
8. The Selection Committee may deem it necessary to interview applicants. The City retains the right to interview applicants as part of the selection process.
9. Submit five (5) sealed cost proposals in a separate envelope marked cost proposal.

If your firm is interested and qualified, please submit to:

City of Barstow
220 E. Mountain View Street, Suite A
Barstow, CA 92311
Attention City Clerk's Office

If you have any questions about the proposal process, please contact me. For technical questions and information, contact Domingo D. Gonzales, Engineering Services Administrator at (760) 255-5516 or dgonzales@barstowca.org

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

General Information and Background

The City of Barstow (City) is located in the Mojave Desert Region of central San Bernardino County, California, about 130 miles northeast of Los Angeles and 150 miles southwest of Las Vegas. The population of Barstow is approximately 23,000 and serves as a vibrant regional retail commercial center. Strong interstate highway travel-oriented services, a large rail facility, and two major military bases contribute to a diversified economic base.

In 2010, PSOMAS updated the City's 1999 Sewer Master Plan and develop a Geographical Information System (GIS) for the wastewater system using ESRI software and data format.

The City of Barstow is receiving numerous development inquiries due to the availability of vacant land. The City recognizes the need to update the Wastewater Master Plan to assure adequate, reliable, cost-effective services for existing and projected buildout conditions.

The primary purpose of this study is to prepare a comprehensive citywide master plan that evaluates and provides recommendations regarding the City's existing and future sewer collection systems, water and wastewater facilities. The secondary purpose of this plan is to provide the City with integrated GIS and hydraulic modeling software to better analyze the wastewater system and the capacity of the system.

The city is soliciting proposals from qualified and experienced engineering firms and/or teams that specialize in wastewater engineering, master planning, hydraulic modeling, and software integration.

The study shall describe the following:

- The study area
- An evaluation of future flows and capacity
- An analysis of the sewer systems
- An evaluation of the secondary wastewater treatment facility
- A study of water recycling
- Identification of future capital improvement projects and methods of funding

Format and Content of the Request for Proposal

To respond to the Request for Proposals (RFP), submit one (1) original, Four (4) printed copies, and one (1) electronic copy on a USB drive/Memory Stick on or before the submission deadline. The RFP must be signed by a person authorized to bind the proposing firm to the representations, commitments, and statements contained in the RFP. The RFP must contain the following information and documents:

- A cover letter (1 page maximum) by an authorized representative – The name, address, telephone number, facsimile, and email address of the person authorized to represent the firm with respect to all notices, discussions, and other communication relating to this RFP, and to any negotiations relating to the contract.
- Statement of understanding of the project. (1 page maximum)
- Qualifications (2 page maximum)

- i. Provide the number of years that the consultant has been in existence; describe the services the consultant specializes in, and the primary markets served.
 - ii. Provide detailed descriptions of three (3) contracts which the consultant has either ongoing or completed within the past five (5) years that best demonstrate the consultant's experience with services similar in scope to those requested herein. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the Customer).
- Personnel
 - i. Staffing/Subcontractor – An organizational chart identifying: 1) the project manager for the work, each key person who would be assigned to carry out the work; 2) the role each person will play in performing the work; and 3) a description of the experience and qualifications of such manager and key persons.
 - ii. Provide résumés describing the relevant experience on previous similar projects, qualifications, and other vital information of all key personnel and subcontractors who will be assigned to this project.
 - Scope – A clear concise statement of the firm's understanding of the nature and the extent of the services required and a specific outline to demonstrate how personnel would be organized to handle these services. (3 pages maximum)
 - Results – A clear concise statement of the final deliverables

Selection Criteria

Evaluation of Consultant: As a minimum requirement, the consultant selected by the City shall provide a registered engineer licensed to practice in the State of California.

Evaluation of Consultant: The City's evaluation team will assess the qualifications of vendors based on their proposals and the quality of services the vendor has provided to other clients.

Evaluation team: An evaluation team will be used to evaluate the consultant's submitting proposals

Basis of Award: Each member of the evaluation team will independently evaluate each proposal based on the following criteria to determine the vendor's ability to provide the specified services to the City. The city will review proposals based on the following criteria:

- 25% Project Understanding
- 20% Qualifications
- 20% Experience and expertise
- 20% Scope of Work
- 15% Deliverables

Applicable Standards and Publications

- Standard Plans for Public Works Construction
- Standard Specification for Public Works Construction
- California Building Code
- California Plumbing Code
- City, State, and Federal Regulations
- Environmental Protection Agency (EPA) Regulations
- ASCE - Gravity Sanitary Sewer Design and Construction
- Guide for Evaluating Capacity, Management, Operation and Maintenance Programs at Sanitary Sewer Collection System
- Core Attributes of Effectively Managed Wastewater collection systems.

Questions and Answers

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

Interpretations or clarification considered necessary in response to such questions will be resolved by the issuance of a Formal Addenda to the RFP. The deadline for all questions is 4:00 P.M., Local Time, February 8, 2022. Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

ANY questions, technical or otherwise, pertaining to this Request for Proposal **must be submitted IN WRITING and directed ONLY to:**

Domingo D. Gonzales
Engineering Services Administrator
City of Barstow

220 East Mountain View Street
Barstow, CA 92311
(760)255-5156

Tentative Schedule

Description	Date	Time	Comments
Published Date	January 24, 2022	8:00 a.m.	
Register Date:	February 8, 2022	4:00 p.m.	
Questions Due Date	February 8, 2022	4:00 p.m.	
Proposals Due Date	February 22, 2022	4:00 p.m.	
Interviews (If necessary)	To be Determined		Interviews may be required
Anticipated Award Date	March 21, 2022	7:00 p.m.	Start of City Council Meeting

Scope of Work

Task 1 – Identify existing and future service area

The study area for the Master Plan shall include all land within the City’s limits and the sphere of influence. This area is approximately 175 +/- square miles. Land use within this area was classified in the 2015 -2020 City of Barstow General Plan. The 2010-2020 population and housing growth are anticipated to occur at a 2.0 percent annual rate. The City is currently updating the General Plan and Coordination may be required to reflect the new land use.

The United States census estimated the population to be 25,415 persons as of 2019. It housing units are estimated to be 9,620 units.

- 1.1 Identify existing service areas.
- 1.2 Identify the service area for the sphere of influence.
- 1.3 Identify services for new land use with heavy influences of industrial and cannabis.
- 1.4 Identify areas for service beyond the sphere of influence.
- 1.5 Identify services based and flows on zoning.
- 1.6 Identify services and flows based on population.

Task 1 Deliverables

1. Maps and data representing all tasks identified above.
2. Maps and data shall be provided in hardcopy and electronic. Electronic data shall be submitted in all applicable formats such as, but not limited to, GIS data, spreadsheets, pdf or etc., Where GIS and PDF can be achieved by either format, all formats shall be provided.

Task 2 - Identify wastewater flows and sewer system

- 2.1 Provide average daily flowrate.
- 2.2 Provide peak daily flowrate.
- 2.3 Provide future average flowrate and peak flow rate by the year 2040.
- 2.4 Identify local, collector, trunk, and interceptor systems.
- 2.5 Identify reaches (reaches are defined as the intersection of pipes, change of pipe size, pipe transitions, and significant grade change).

Task 2 Deliverables

1. Maps and data representing all tasks identified above.
2. Maps and data shall be provided in hardcopy and electronic. Electronic data shall be submitted in all applicable formats such as, but not limited to, GIS data, spreadsheets, pdf or etc.,. Where GIS and PDF can be achieved by either format, all formats shall be provided. All flowrate data shall be provided.
3. Identification of wastewater category (local, collector, trunk, and interceptor) shall be provided in a GIS format.
4. Reaches shall be provided in a GIS format.

Task 3 –Flow monitoring

- 3.1. Monitor local (residential & Commercial), Collector, trunk, and interceptor lines for a twenty-four hour per day basis for a two-week period, shall include at least one holiday.
- 3.2. Flow monitoring will be determined by the consultant and City Staff.
- 3.3. Flow monitoring will be performed at no less than ten (10) key locations in each of the identified system (local, collector, trunk, and interceptor systems).
- 3.4. The flow monitoring shall be used to calibrate hydraulic models.

Task 3 Deliverables

1. Provide Maps and data representing the location of monitors. Identify/Categorize/symbolize the monitor location by flow monitoring type. Link monitor data and reports to a location to GIS map.
2. Maps and data shall be provided in hardcopy and electronic. Electronic data shall be submitted in all applicable formats such as, but not limited to, GIS data, spreadsheets, pdf or etc.,. Where GIS and PDF can be achieved by either format, all formats shall be provided. All flowrate data shall be provided.

Task 4 – Examine calculated capacity of interceptor systems

- 4.1. Evaluate and analyze current and remaining capacity.
- 4.2. Identify and evaluate all critical points along the backbone and calculate and anticipated flow.

Task 4 Deliverables

1. Provide GIS layer/maps and data representing the capacity of the system. Identify, categorize, and symbolize the capacity of the wastewater segments. Link capacity data and reports to GIS layer/map.
2. Maps and data shall be provided in hardcopy and electronic. Electronic data shall be submitted in all applicable formats such as, but not limited to, GIS data, spreadsheets, pdf or etc.,. Where GIS and PDF can be achieved by either format, all formats shall be provided. All flowrate data shall be provided.

Task 5 – Analyze existing and future wastewater facilities

- 5.1. Evaluate and Analyze existing wastewater treatment plant system

- Screening
- Allowable headwork's loading study
- Influent pump station
- Primary treatment aeration,
- Secondary clarification
- Effluent percolation ponds
- Primary sludge treatment
- Secondary Sludge treatment

5.2 Evaluate and Analyze Regional or sub-regional wastewater treatment facilities.

- Evaluate and analyze providing water or wastewater from the regional or sub-regional facilities.
- Evaluate and analyze upgrading and expanding existing treatment / collection facilities in order to treat present and future flows.
- Evaluate and analyze economic/feasibility regarding constructing treatment package plants in growth areas.

Task 5 Deliverables

1. Provide wastewater treatment evaluation report(s), data, and infographics.
2. Provide Maps and data representing the location of facilities and/or sub-regional facilities. Identify/Categorize/symbolize the facilities location by type.
3. Maps and data shall be provided in hardcopy and electronic. Electronic data shall be submitted in all applicable formats such as, but not limited to, GIS data, spreadsheets, pdf or etc.,. Where GIS and PDF can be achieved by either format, all formats shall be provided.
4. Provide related drawings.
5. Provide information in a format that can be used to obtain funding or grant(s)

Task 6 – Evaluation and analyze the wastewater collection system including capacity and water reclamation.

- 6.1 Clean and Closed Circuit Televised Videos (CCTV) of the system
- 6.2 Provide physical condition of the wastewater system to identify system replacement or rehabilitation.
- 6.3 Provide quinquennial (5 Year) hydraulic model calibration snapshots, reports, and spreadsheets.
- 6.4 Define primary wastewater collection system and analyze for present and future conditions using a modeling software integrated with GIS software. The modeling software shall calculate the depth of flow in the pipe at peak flow which indicates the capacity of the pipe. Providing City staff with dynamic sewer analyzing tools to observe impacts of developments to the wastewater system.
- 6.5 Provide physical condition of the wastewater system to identify system repair, rehabilitation, or replacement.

- 6.6 Evaluate for providing service options or modifications of the wastewater system to facilitate to areas outside of the City limits such as the following:
- High Desert Estates
 - North Lenwood
 - South Lenwood
 - Marine Base (Nebo, Yermo)
 - Skyline North and East
 - Soapmine Road
 - North Barstow
 - South Barstow
- 6.7 Model and predict system growth
- 6.8 Evaluate, analyze and provide an alternative solution for the BNSF sewer capacity limitation segmentation.

Task 6 Deliverables

1. Provide Maps/layers and data representing cleaned and CCTV lines. Link Data to the GIS system.
2. Provide Maps/layers and data representing the physical condition of the wastewater system (symbolize and categorize the layer).
3. Provide Maps/layers and data representing a method of repair, rehabilitation, or replacement of the wastewater system (symbolize and categorize the layer).
4. Provide Maps/layer representing service options or modifications to the wastewater system to facilitate areas outside the City limits. Provide maps/layers representing the areas of interest.
5. Maps and data shall be provided in hardcopy and electronic. Electronic data shall be submitted in all applicable formats such as, but not limited to, GIS data, spreadsheets, pdf or etc.,. Where GIS and PDF can be achieved by either format, all formats shall be provided.
6. Provide data and reports from the modeling of the system.
7. Tools and software to dynamic analyze the wastewater system. Software and tools shall be integrated into the City GIS system.
8. Provide information in a format that can be used to obtain funding or grant(s)
9. Provide solutions to BNSF capacity limitations.

Task 7 – Perform economic/feasibility analysis

- Provide economic / feasibility regarding the feasibility of water and wastewater from regional and sub-regional facilities.
- Provide economic/feasibility regarding upgrading and expanding existing treatment / collection facilities in order to treat present and future flows.
- Provide economic/feasibility regarding constructing treatment package plants in growth areas.
- Provide economic/feasibility regarding increasing treatment plant capacity.

Task 7 Deliverables

1. Provide wastewater treatment economic/feasibility report(s), data, and infographics.
2. Maps and data shall be provided in hardcopy and electronic. Electronic data shall be submitted in all applicable formats such as, but not limited to, GIS data, spreadsheets, pdf or etc.,. Where GIS and PDF can be achieved by either format, all formats shall be provided.

3. Provide drawings and concepts.
4. Provide information in a format that can be used to obtain funding or grant(s).

Task 8 Provide study of water recycling projects

- 8.1 Reuse benefits
- 8.2 Groundwater recharge
- 8.3 Purveyance for development and industrial uses
- 8.4 Impacts
 - 8.4.1 Environmental issues
 - 8.4.2 Water rights
 - 8.4.3 Infringement
 - a. Franchise
 - b. Water purveyor
- 8.5 Funding
- 8.6 Revenue Options
- 8.7 Regulatory
 - a. Legislative
 - b. Judicial
 - c. Local

Task 8 Deliverables

1. Provide Maps/layers and data representing but not limited to, hydrologic areas, ground water basin, reclamation project sites, water, and wastewater locations.
2. Provide Maps/layers and data representing locations for facilities (symbolize and categorize the layer).
3. Provide Maps/layer representing impacts (symbolize and categorize the layer).
4. Maps and data shall be provided in hardcopy and electronic. Electronic data shall be submitted in all applicable formats such as, but not limited to, GIS data, spreadsheets, pdf or etc.,. Where GIS and PDF can be achieved by either format, all formats shall be provided.
5. Provide data, reports, and infographics.
6. Provide information in a format that can be used to obtain funding or grant(s)

Task 9 – Specify pollution control and water recycling project funding alternatives

- 9.1 Recommendation to funding alternatives
 - a. Connection fees,
 - b. Increase fees
- 9.2 Develop a detailed consumer and wastewater estimates through buildout

Task 9 Deliverables

1. Provide project funding alternative report(s), data, and infographics.
2. Maps and data shall be provided in hardcopy and electronic. Electronic data shall be submitted in all applicable formats such as, but not limited to, GIS data, spreadsheets, pdf or etc.,. Where GIS and PDF can be achieved by either format, all formats shall be provided.
3. Provide drawings and concepts.

4. Provide information in a format that can be used to obtain funding or grant(s).

Task 10 – Capital Improvements

The evaluation and analysis of the City’s wastewater system and facilities (existing and future) should result in the identification of a Capital Improvement Program (CIP) to maintain, replace, and expand the City scheme.

- 10.1 Identify CIP wastewater system projects.
- 10.2 Identify CIP wastewater facilities.
- 10.3 Identify water and water recycling project.
- 10.4 Provide project costs and financial analysis per project.
- 10.5 Provide a relative impact on both connection fees and monthly user fees.

Task 10 Deliverables

1. Provide Capital Improvement Project report(s), data, and infographics.
2. Maps and data shall be provided in hardcopy and electronic. Electronic data shall be submitted in all applicable formats such as, but not limited to, GIS data, spreadsheets, pdf or etc.,. Where GIS and PDF can be achieved by either format, all formats shall be provided.
3. Provide drawings and concepts.
4. Provide information in a format that can be used to obtain funding or grant(s).

Task 11 – Integration and enhancement of the computer system and software.

- 11.1 Update, provide, and integrate data for the City’s GIS system (ESRI and Nobel Systems).
 - a. Provide GIS data for Capacity and Capacity deficiencies.
 - b. All maps and data develop or utilized in the Wastewater Master Plan
 - c. Provided and/or incorporate ArcGIS solutions, ArcGIS Hub, and ArcGIS Solutions for Water Utilities.
- 11.2 Provide hydraulic modeling software that Dynamic integrates within the City’s GIS system. The integration shall not be a transfer or import process from the hydraulic modeling software.
- 11.3 Provide a tools to dynamic analyze proposed development and their impacts on the sewer system using ESRI (Urban and other applications) to perform advanced analytics and visualization and share information to City Managers, developers, the public, or staff. The information shall be reported in dashboard or infographic formats
- 11.4 Provide training for hydraulic modeling and ESRI software relating to the wastewater system.

Task 11 Deliverables

1. Provide Tools and hydraulic modeling software.
2. Provide software installation and configuration.
3. Provide training.
4. Provide and configure ESRI templates.
5. Provide ESRI software development and support services.

Task 12 – Master Wastewater Report

Provide a comprehensive wastewater and water master plan and report that will be used by staff, developers, and the public. The master plan shall incorporate all tasks defined into one report.

Task 12 Deliverables

- Electronic plan and report on a portable external hard –drive or a USB memory drive.
- Five bound hard copies.

Agreement of Professional Service

The City has provided a copy of the Agreement of Professional Services. Please review this agreement and provide the City with a written statement of your firm’s willingness to accept the terms of the agreement. Please specifically identify each and every term of the agreement that your firm is unwilling to accept and the reason therefore (See Attachment No. 1). Please provide proposed Compensation and Scope of Work Exhibits with your proposal.

Insurance

Within three (3) business days of successful selection, consultant must provide the City with Certificates of Insurance providing coverage as outlined in Section 12 of the Agreement for Professional Services naming the City, its agents, employees, and officers as additional insured by written endorsement.

Business License

The successful consultant(S) and any sub-consultants are required to obtain a City Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

Subcontracting

The proposer may utilize services of specialty sub-consultants on those parts of the work that, under normal contracting practices, are performed by specialty sub-consultants. Unless a specific sub-consultant is listed by Proposer, Proposer is representing to City that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

Public Information

All materials received relative to this RFP will become public information and be available for inspection after the award of the contract. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

Attachments

Attachment No. 1 – Professional Service Agreement

Attachment No 2. – Registration Form

Attachment No. 1
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of Barstow / _____)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Barstow, a California municipal corporation (“City”), and _____, a _____ (“Consultant”).

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s _____ proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Domingo D. Gonzales, Engineering Services Administrator. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is _____ Dollars (\$_____).
- 3.5. “Commencement Date”: _____, 2022.
- 3.6. “Termination Date”: _____, 2022

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Asha Bleier shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant on a monthly basis for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** In no situation shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 13 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit only, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

- 11.1 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.2 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.3 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.4 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.5 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.6 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1 **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Barstow must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Barstow, Attn: Domingo D. Gonzales, 220 E. Mountain View St., Suite A, Barstow, CA 92311.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and

deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement as well as the early termination of this Agreement.

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

If to Consultant

Domingo D. Gonzales
City of Barstow
Engineering
220 E. Mountain View St., Suite A
Barstow, CA 92311
Telephone: (760) 255-5156
Facsimile: (760) 256-1750

With courtesy copy to:

Matthew T. Summers, Esq.
Barstow City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, CA 91101-2109

Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the exhibits of this Agreement, the provisions of this Agreement shall prevail. This

instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or situation shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or situations other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of

this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be additive and shall

be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

18.12. **Venue.** The venue for any litigation shall be San Bernardino County, California and Consultant hereby consents to sole jurisdiction in San Bernardino County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Barstow

“Consultant”

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers, City Attorney

Date: _____

Attachment No. 2
Registration Form

Register Form

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

Register per the RFP schedule. Failure to officially register may result in not receiving addendum(s) to the RFP. Failure to acknowledge addendum(s) to the RFP may render your proposal as non-responsive.

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

Company Name:

Mailing Address

Primary Contact Name:

Primary Contact email address:

Primary Contact phone number:

Secondary Contact Name:

Secondary Contact email address:

Secondary Contact phone Number
