



FINANCE

CITY OF LANCASTER, CA

RFQ NO. 845-25

Building & Safety Plan Review and Lancaster Police Department Inspection Services

SUBMISSION DEADLINE

November 5, 2024

BY 11:00 A.M.

(10:59:59– ACCORDING TO THE CITY’S OFFICIAL PROPOSAL CLOCK)

SUBMIT TO:

OFFICE OF THE CITY CLERK

LANCASTER CITY HALL

“RFQ 845-25 Building & Safety Plan Review and Lancaster PD Inspection Services”

44933 FERN AVENUE

LANCASTER, CA 93534

For questions concerning this RFQ contact by email only:

Purchasing Department

bidinquiries@cityoflanasterca.gov

REQUEST FOR QUALIFICATIONS (RFQ) FOR

Building & Safety Plan Review and Lancaster Police Department Inspection Services

INTRODUCTION

The City of Lancaster (City) is a charter City incorporated in 1977. The City is governed by a five-member City Council whose members are elected at large and operate under a Council/City Manager form of government. The City serves as the northern boundary of Los Angeles County, with Kern County to the north. The City is the largest City in the Antelope Valley, with a population of 160,000 across 94 square miles.

The Community Development Department consists of the following divisions: Building and Safety, Planning, Beautification, and Community Preservation. The Lancaster Police Department is another Department within the City that will be utilizing Inspection Services.

There are numerous and diverse projects going on in the City ranging from small residential additions to commercial tenant improvements to large-scale construction. We have multiple tract developers currently constructing single-family homes, with future projects on the horizon.

At this time, the City is seeking qualified consultants with experience in building and safety, plan review, and inspection services as outlined within this RFQ.

This RFQ contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of supplying a product to achieve the City's objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

SCOPE OF SERVICES

The Scope of Services is outlined in Exhibit "A."

INSTRUCTIONS TO VENDORS

PROPOSAL FORMAT AND CONTENT

Proposals shall adhere to the following format for organization and content. Responses should emphasize the Vendor's demonstrated ability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals (an original (1) and one electronic copy via USB) shall not exceed 30 single-sided pages (does not include curriculum sample) and must be typed and arranged/divided in the following sequence to facilitate evaluation:

1. **Cover Letter:** Enclose a cover letter describing the firm's/team's interest and commitment to the project. The person authorized by the firm/team to negotiate a contract with City shall sign the cover letter.
2. **Firm/ Team Overview:** State the qualifications and experience of the consultant team. Please emphasize the specific qualifications and experience from projects similar to the subject project for the Project Manager and other key staff members designated for the project.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

3. **Organization Chart:** Provide a team organization chart including names and firm(s) of individuals identified to perform services on project. The chart shall specifically identify the role of all proposed key team members, in addition to showing other staff available for the project. Unless beyond the Consultant's control, we expect the team designated as part of your proposal to remain with the project. Replacement of key team members for the project without consultation with the City will not be permitted.
4. **References:**
 - a. At least three (3) references each (names, emails, and current phone numbers) from recent work (previous three years) similar to the subject project for the key project staff members. Include a brief description of the projects associated with the reference, and the role of the respective team members on that project; and
 - b. Description of at least three (3) relevant projects performed by each firm included in the Consultant team. Projects included must emphasize services performed similarly to those requested in this RFQ. Each project description shall include client reference (name, affiliation, current phone number and email address) and a list of any team members shown in Item 3, Organization Chart who worked on the project.
5. **Project Management, Staff Availability and Detailed Project Work Plan:** Discuss the workload for key team members, and their capacity to complete the requested services. Discuss the firm's/team's approach to completing this project, and record of meeting schedules on similar projects.
6. **Project Understanding and Approach:**
 - a. Indicate any special knowledge or requirements the projects may ask for.
 - b. This section may also include additional relevant information that may be helpful in the selection process.
7. **Other Information (Optional):** Provide additional relevant information that may be helpful in the selection process (not to exceed five pages). The Consultant is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objective of the project.
8. **Resumes:** Provide summary resumes for the key personnel and proposed firm within the 30-page limit. Include any licenses or certifications for key personnel that relate to the project tasks. Resumes that

are more detailed may be included in an appendix. However, Consultants are encouraged to limit descriptions on resumes to relevant information.

9. **Exceptions to Professional Services Agreement:** The Proposer shall list any exceptions to the Professional Services Agreement/insurance requirements (Exhibit B – Sample Agreement).
10. **Cost Proposal:** Consultant shall provide a Cost Proposal for each of the services they intend to perform described in the RFQ. Consultant may propose on as many or as few tasks as firm is qualified to complete. Consultant shall provide cost based on hourly rates, per occurrence, or per product, as appropriate for the task. Include a fee breakdown by hours and personnel to provide the services in accordance with the requirements above (typically referred to as your “Rate Sheet”).
11. **Signature Sheet:** Complete the included Signature Sheet and include it with the proposal submission.
12. **California Levine Act Statement:** Complete the included California Levine Act Statement and include it with the proposal submission.

EVALUATION OF PROPOSALS

A committee of at least three staff shall evaluate all Proposals.

Proposals will be evaluated and scored on the following criteria:

- Demonstrated successful experience with similar types of projects (30 points)
- Specific experience of key project team members (20 points)
- Satisfaction of previous clients (references) (20 points)
- Project understanding and approach (15 points)
- Cost of service (10 points)
- Proposed on multiple tasks (5 points)

The evaluation committee may wish to interview Proposers with scores above a natural break during the selection process. Should an interview process take place, the interview results will carry greater weight in the selection process. However, the City reserves the right to select solely based on the proposals without further contact.

The most highly qualified Vendor(s) shall then enter into negotiations with the City to formalize the Agreement and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach an agreement regarding the terms and compensation, then the City will end negotiations with that Vendor.

QUESTIONS REGARDING THIS RFQ

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFQ must be submitted via email to bidinquiries@cityoflancasterca.gov prior to **5:00 P.M. on October 30, 2024**. The subject line should be **“Questions – RFQ 845-25.”**

Oral statements concerning the meaning or intent of the contents of this RFQ by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFQ, or for any oral instructions. Any contact with City personnel other than identified above regarding this RFQ may disqualify a Vendor.

CLARIFICATION STATEMENTS

For clarification purposes, the words "Contractor"; "Consultant"; "Vendor"; "Supplier"; "Company"; "Proposer" and "Bidder" shall be read to be one and the same. The words "Contract" and "Agreement" shall be read to be one and the same. The words "Bid"; "Quote"; and "Proposal" shall be read to be one and the same. "City of Lancaster" and "City" shall be read to be one and the same. "Request for Qualifications" and "RFQ" shall be read to be one and the same.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the City, any contact initiated by any Vendor with any City representative, other than the representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the Vendor from this procurement transaction.

PROPRIETARY MATERIAL

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFQ. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's selection committee, such information was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFQ, the Proposal will be rejected. Statements made by a Vendor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Vendor, in responding to this RFQ, must submit Proposals in the format identified in this RFQ. The Proposal must address all requirements of the RFQ even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Vendor and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Vendor. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

ERRORS AND OMISSIONS

If, prior to the date fixed for submission of Proposals, a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in this RFQ or any of its appendices or exhibits, Vendor shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFQ.

Interested Vendors may submit requests for clarifications in email or writing. The City will compile all requests and provide responses in written format to all Vendors who have furnished or requested an RFQ.

If Vendor fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFQ known to the Vendor, or an error that reasonably should have been known to the Vendor, Vendor shall submit its Proposal at his/her own risk, and if Vendor is awarded a Contract, Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

ADDENDA TO PROPOSAL

The City may modify the RFQ, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Vendors. Such Addendum shall also be posted on the City's website. Vendor shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement. Vendor shall be responsible for ensuring all addenda are included in its response.

EXECUTION OF PROPOSAL

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The Vendor shall ensure that the Proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted.

WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Vendor or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

PROPOSALS BECOME THE PROPERTY OF THE CITY

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right to make use of any information or idea contained in the Proposal.

Vendors must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFQ will become the property of the City upon receipt.

REJECTION OF PROPOSALS

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFQ or excuse the Vendor from full compliance with this RFQ and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City's terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Vendor to perform, and the Vendor shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy the City that the Vendor is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

AWARD OF CONTRACT

The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFQ in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submission of any Proposal.

Award, if any, will be to the Vendor whose Proposal best complies with the requirements of this RFQ. The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work. The City reserves the right to award the contract to multiple Proposers should it be deemed in the best interest of the City.

CONTRACT TERM

The total term of the Agreement shall be for three (3) years. The Agreement may extend for two (2) additional 1-year term upon mutual agreement in writing by both parties.

Pricing shall remain firm for the initial contract term. Should the option to renew for additional terms be exercised, the City and the Vendor may negotiate any and all pricing increases and term length. Any decrease in costs to Vendor shall be passed through to the City.

CONTRACT DOCUMENTS - PRECEDENCE

In submitting a Proposal, the Vendor agrees to enter into an Agreement with the City. In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- City's Request for Proposals and Addenda, if any
- Vendor's Response to the Request for Proposals

EXECUTION OF AGREEMENT

After notification of intent to award Contract, the following Contract documents shall be signed within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Vendor.

- A. The Agreement in the form agreeable to both parties, properly executed by the Vendor.
- B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy in accordance with the Insurance Requirements, Exhibit B.

No Agreement shall be binding upon the City until all documents are fully executed by the Vendor and the City.

FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Vendor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Vendor.

CANCELLATION

The City reserves the right to cancel this RFQ at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

ADMINISTRATIVE CONTACTS

Any questions regarding contractual terms and conditions, proposal format, Exhibit A - Scope of Services, or Exhibit B - Sample Agreement shall be directed to: bidinquiries@cityoflancasterca.gov

DUE DATES

All Proposals (an original and three copies) are due by 11:00 (10:59:59) A.M. on November 5, 2024. Any Proposal or samples received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. **Proposals and packages containing product samples must be clearly marked on the outside with the name of the Vendor and RFQ title.** It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place and by the time specified in this RFQ. **Email and facsimile responses will not be considered.** Any late Proposals shall be returned unopened, to the Vendor.

SCHEDULE OF EVENTS

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

Event	Date
RFQ Distribution	October 22, 2024
Last Day to Submit Questions	5:00 P.M., October 30, 2024
Addendum (Responses to Questions) Issued	November 4, 2024
Proposal Due Date	11:00 A.M., November 5, 2024
Proposal Evaluation by Committee	November 6– November 14, 2024
Tentative Selection	Tentatively, November 14, 2024
Expected Contract Awarded by City Council	Tentatively, December 10, 2024

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFQ No. 845-25.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Vendor hereby certifies that it has:

- Read each and every clause of this RFQ and addenda, including Addendum # _____.
- Included all costs necessary to complete the specified work in its proposed prices.
- Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the Vendor agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: _____

Address: _____

Fed ID No: _____ DIR # (if applicable): _____

Name (print): _____

Name (sign): _____

Title: _____

Telephone: _____ Fax: _____

Email: _____ Date: _____

To receive consideration for award, this signature sheet must be returned with the Proposal.

California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Lancaster official from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for twelve months following the date a final decision is rendered.

The Levine Act also requires a Lancaster City official who has received such a contribution to disclose the contribution on the record of the proceeding.

Current Lancaster City Council Members are listed at:

<https://www.cityoflancasterca.org/government/city-officials/city-council-copy>

Current Planning Commissioners are listed at:

<https://www.cityoflancasterca.org/government/commissions-appointments/planning>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any Lancaster City Council Member or other city official in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

YES If yes, please identify the Council Member(s)/city official(s):

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any Lancaster City Council Member or other city official in the 12 months following any Council action related to your proposal or application?

YES If yes, please identify the Council Member(s) /city official(s):

NO

Answering yes to either of the two questions above does not preclude the Lancaster City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Council Member(s) from participating in any actions related to your proposal or application.

Date

Signature of authorized individual

Company/Applicant Name

EXHIBIT "A"

SCOPE OF SERVICES

The City is seeking firms with demonstrated experience related to building and safety plan review and inspection services. All consultants with demonstrated experience in one or more areas of this RFQ are encouraged to submit a proposal for each task listed below.

Task 1 – Building Plan Check Services

The ideal firm(s) will provide highly qualified plan check professionals to provide accurate and timely plan check services with sufficient staffing to meet the City's needs. The staff should have previous experience working for cities, be customer-service oriented, and perform the following:

- Plan checks shall be performed for structural, architectural, plumbing, electrical, mechanical, accessibility, onsite grading, energy and green building compliance. Plan review for buildings and structures submitted to the City by individuals, developers or other applicable government agencies, including the City of Lancaster, will be checked according to the latest edition of the California Building Codes (building codes), City of Lancaster amendments, other applicable codes, as well as the project conditions of approval.
- Review and approve building/structural revisions to plans as required during construction.
- All changes/corrections must be clearly and accurately identified, documented, and addressed prior to approval.
- Plan check services must also have a process in place that ensures consistent and efficient communication between City staff, including the plan check staff, and the applicant to avoid delays.
- Approved plans must be stamped and signed as approved once they meet all requirements.
- Services shall also include provisions to review the plans electronically. The plans will be available within the Accela permitting software. Adobe-Pro will be required in order to review, mark, and approve the plans.
- ICC- and CASp-certified plans examiners, architects, and structural engineers are highly desired.

Task 2 – Building Inspection Services

The ideal firm(s) will provide ICC-certified building inspectors who are qualified and able to perform on-site inspection services to ensure compliance with approved plans and project conditions of approval and are qualified to enforce all provisions of the California Building Code and provide assistance to City staff, including but not limited to the following:

- Ability to review construction plans and specifications; perform field inspections of building construction, plumbing, mechanical and electrical installations in residential, commercial, and industrial buildings to ensure compliance with local, state and federal building codes and regulations.
- Coordinate the inspection of commercial and residential construction, alteration, and demolition in accordance with all applicable building codes, project conditions of approval, etc., Monday through Friday.
- Provide technical information, including interpretation of building plans and specifications and interpretation of code requirements relative to building construction to contractors, property owners, and the public at the public counter and on the telephone; advise contractors, architects and the public; coordinate construction progress with other City departments or division and external agencies
- Ability to provide counter services, including but not limited to, minor plan checks (i.e. solar installations, tenant improvements, small room additions, and HVAC systems) and building permit issuance and consultation Monday through Friday during assigned counter hours.
- Availability of 24-hour emergency off-hours services.
- In the event of a catastrophe, provide inspections to assist the City with building safety assessments and provide emergency plan check and inspection services.
- Ability to enforce a variety of applicable local and state building codes and ordinances pertaining to zoning, land use, nuisances, housing, health and safety, and other matters of public concern.
- Ability to serve as a resource and provide information on city regulations to property owners, residents, businesses, the general public, and other city departments, as well as outside agencies (i.e. the Los Angeles County Fire Protection District).
- Ability to issue, track, and final building, electrical, plumbing, mechanical, and other types of required permits.
- Knowledge of modern office procedures and equipment, including computers and supporting word processing and spreadsheet applications.
- Perform related duties as required.
- Possession of a state of California Class C driver's license

The selected firm(s) must also be able to provide coverage if the regularly assigned building inspector is absent due to illness, vacation, etc. Quarterly financial audit and inspections are to be conducted by a certified public accountant.

The selected firm(s) must also be able to provide the equipment, office supplies, iPad(s), computer(s), internet access, telephone, and vehicles used when performing the contracted services for the City.

Task 3 – Permit Technician Services

Upon request of the City:

- Calculate fees and issue building, plumbing, mechanical, electrical, sewer, demolition, as well as permits combining the aforementioned.
- Use permitting and plan check software to issue and route plans.
- Assist the public on the phone and in person regarding questions or processing permits and questions on local, state and federal regulations, planning and engineering codes, ordinances, documents, standards and guidelines.

EXHIBIT "B"
SAMPLE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 2024, by and between the CITY OF LANCASTER, a municipal corporation and charter city, ("City"), and _____, a [entity type (e.g., California corporation)] ("Consultant") (collectively, sometimes referred to hereinafter as the "Parties").

RECITALS

WHEREAS, the City desires to engage Consultant to perform certain technical and professional services, as provided herein, identified as:

[Name of the Project or General Description of the Services] (THE "SERVICES")

WHEREAS, the principal members of Consultant are qualified and duly registered/licensed under the laws of the State of California, and Consultant desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. CITY: City of Lancaster
- B. CONSULTANT: _____

2. **Notices.** All written notices required by or related to this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; parties to this Agreement shall promptly inform the other party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

CITY City of Lancaster
Attn: Trolis Niebla, City Manager
44933 North Fern Avenue
Lancaster, California 93534

CONSULTANT _____
Attn: _____
Address _____

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Description of Work.** The City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services and Rates Schedule," attached hereto as Exhibit "A" and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit "A." The City Manager or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his designee.

5. **Obligations of the City.**

A. The City shall pay Consultant an amount not to exceed \$_____ for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates set forth in Exhibit A.

B. No payment made hereunder by the City to Consultant, other than the final payment, shall be construed as an acceptance by the City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

6. **Obligations of the Consultant.**

A. Consultant shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.

B. Consultant shall be responsible for payment of all employees' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

C. Consultant shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

7. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless the City, its elected officials, officers and employees, from and against any and all third-party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred to the extent arising out of or related to Consultant's negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the City, its officers and employees, using counsel of the City's choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

8. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and Consultant.

9. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Consultant. This Agreement shall continue in full force and effect for twelve (12) months, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Consultant may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Consultant shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Consultant.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Consultant shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

12. **Independent Contractor.** Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. **Insurance.**

A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

Commercial General Liability

Each Occurrence \$1,000,000
Per Project General Aggregate \$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors;
Property Damage
(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

Commercial Automobile Liability

Combined Single Limit per Accident for
Bodily Injury and Property Damage \$1,000,000
(Coverage shall be at least as broad as ISO form CA00 01)

Workers Compensation

As Required by the State of California Statutory Limits

Employers' Liability

Each Accident \$1,000,000
Bodily Injury by Disease \$1,000,000
Each Employee \$1,000,000
(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)

Professional Liability

Each Occurrence \$2,000,000
General Aggregate \$2,000,000

Provide one of the following for cyber-related services

Technology Professional Liability

(Errors and Omissions)
Each Occurrence \$2,000,000
General Aggregate \$2,000,000
(Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant pursuant to this Agreement and shall include, without limitation, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as any applicable regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.)

Or

Cyber Liability Insurance

Each Occurrence \$5,000,000
General Aggregate \$5,000,000

B. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

F. Consultant shall furnish the City with Certificates of Insurance and with endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:

"[Name of the Project/Services/Title & Date of Event]

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

14. **Commencement and Completion of Work.** The Services to be provided by Consultant pursuant to this Agreement shall commence within ___ days after execution of this Agreement, and shall be completed no later than ____ days following commencement; provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.

15. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

16. **Data Provided to Consultant.** City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession which may facilitate the timely performance of the work described in Exhibit A.

17. **Consultant's Warranties and Representations.**

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

18. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

19. **Exhibits.**

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services and Rates Schedule

20. **Governing Law.**

This Agreement shall be governed by the laws of the State of California.

21. **Effective Date.**

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether City or Consultant, executes said Agreement.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Trolis Niebla, City Manager

Dated: _____

By: _____
(Name, Title)

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney