

ATTACHMENT A
ORIGINAL AGREEMENT

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
LPA, INC.
FOR
DESIGN SERVICES FOR NEW POLICE DEPARTMENT STATION,
PHASE I, PROJECT CC23-004**

THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter "**Agreement**"), dated this 23rd day of March, 2023, for reference purpose only, is made and entered into by and between THE CITY OF VICTORVILLE, a California municipal corporation and charter city located in the County of San Bernardino, hereinafter referred to as the "**City**", and LPA, INC., a California corporation, hereinafter referred to as "**Consultant**." City and Consultant are sometimes hereinafter referred to individually as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS:

WHEREAS, the City issued a Request for Proposals, including five (5) addenda (the "**RFP**") for Project CC23-004 seeking Consultant/Professional Services to provide **Design Services for New Police Department Station**; and

WHEREAS, the scope of services in said RFP was separated into three phases, Phase I of which was Programming / Conceptual Plan Development / Due Diligence Activities (hereinafter "**Phase I**"); and

WHEREAS, the second and third phases were designated in the RFP as optional, to only be awarded if and when funding became available and upon the City's election to move forward after the completion of Phase I; and

WHEREAS, Consultant submitted a proposal dated September 15, 2022 (the "**Proposal**") in response to the RFP which the City has reviewed and evaluated in accordance with the standards set forth in the RFP; and

WHEREAS, the City desires at this time to implement Phase I; and

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

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide **Design Services for New Police Department Station**, Phase I of Project CC23-004 on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

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

Section 1. RECITALS

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

Section 2. SCOPE OF SERVICES

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

Section 3. COMPENSATION

The City shall pay to Consultant a total sum not to exceed **THREE HUNDRED EIGHTY-TWO THOUSAND ONE HUNDRED TWENTY-SIX AND 00/100 DOLLARS (\$382,126.00)** for faithful performance of the services to be rendered under this Agreement, subject to the provisions of Section 4, below. No expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in **Exhibit "B"**, below; (ii) appear on Consultant's monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as the City shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any City policy governing same.

Section 4. COST PROPOSAL – PHASE I

The City shall pay Consultant as provided in the Cost Proposal provisions of Consultant's Proposal, which are attached hereto as **Exhibit "B"** and incorporated as part of this Agreement by this reference, but only with respect to the provisions of said Cost Proposal relating to Phase I, and further subject to the provisions of Section 5 of this Agreement. The provisions of **Exhibit "B"** notwithstanding, in order to receive payments, Consultant shall be required to submit to the City detailed monthly invoices which include, if applicable, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any, as required by Section 3, above. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) days following receipt of Consultant's invoice.

Section 5. STATE PREVAILING WAGE AND RELATED LABOR PROVISIONS

a. Compliance with State Prevailing Wage Law. Pursuant to California Labor Code Section 1773, the City has obtained from the Director of the Department of Industrial Relations ("**DIR**") the general prevailing rate of per diem wages and the general prevailing wage rate for holiday and overtime work applicable for each craft, classification, or type of worker in San Bernardino County, California, where the project is to be performed. Copies of these prevailing rate of per diem wages are on file at the City of Victorville Finance Department/Purchasing Division and shall be made available for review to any interested party on request. Copies of these prevailing rate of

per diem wages are also available from the State of California via the internet at <http://www.dir.ca.gov/DLSR/PWD>. Consultant and its subconsultants/subcontractors shall pay not less than said specified prevailing rate of per diem wages to all workers employed by them in the performance of any work under this Agreement which constitutes "public works" or "public work", including without limitation, the **Design Services for New Police Department Station** as set forth in the attached Scope of Services, and any other work or services described in or encompassed by California Labor Code ("**Labor Code**") Sections 1720 through 1720.9, 1771, and 1772. Consultant shall be solely responsible for using the correct and current prevailing wage rates and performing accordingly. An error on the part of any awarding body does not relieve the Consultant from the responsibility for payment of the correct prevailing wage, or compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at the work/job site, employment of apprentices, and other requirements of Labor Code Section 1720 *et seq.*; Labor Code Section 1810 *et seq.*; California Code of Regulations, Title 8, Section 16000 *et seq.*; and all other applicable State labor laws.

b. Designation as Consultant Not Determinative. For purposes of this Agreement, Consultant its subconsultants or subcontractors shall be subject to and shall comply with all provisions of the Labor Code applicable to contractors and subcontractors when they are engaged in the performance of any work under this Agreement which constitutes "public works" or "public work" as defined in subsection a above, despite being designated as a Consultant or subconsultant herein.

c. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the provisions of this Section 5 and the terms of **Exhibit "A"** or **Exhibit "B"** of this Agreement, the provisions of this Section 5 shall control, and nothing herein shall be considered as an acceptance of the terms of Consultant's Scope of Services, Scope of Work, or Cost/Bid Proposal which conflict with the provisions of this Section 5.

d. Payroll Records. Consultant and its subconsultants/subcontractors must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 *et seq.* (hereinafter the "**Regulations**"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(1) Consultant and Subconsultant/Subcontractor Obligations. Consultant and each subconsultant or subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (a) The information contained in the payroll record is true and correct; and
- (b) Consultant and or subconsultant/subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any covered work performed by its employees on the project.

(2) Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to the City, to the Division of Labor Standards Enforcement, to

the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(3) Enforcement. Upon notice of noncompliance with Labor Code Section 1776, Consultant and/or subconsultant/subcontractor has ten days in which to comply with the requirements of this section. If Consultant and/or subconsultant/subcontractor fails to do so within the ten-day period, Consultant and/or subconsultant/subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Consultant and/or subconsultant/subcontractor.

(4) Payment of Invoices. Copies of the certified payrolls, proof of payroll submissions, and appropriate lien releases are required with each invoice to the City. Payment of the invoice may be delayed when payroll-related documents and/or lien releases are not included with the invoice.

e. Apprentices. Consultant is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

f. Notices. Pursuant to Labor Code section 1771.4, Consultant is required to post all Job Site notices, including prevailing wage rates and other notices, as required by regulation.

g. Other Labor Requirements. Consultant has the responsibility for and shall comply with all other applicable requirements of Labor Code Section 1720 *et seq.*, Labor Code Section 1810 *et seq.*, the Regulations, and all other applicable State labor laws. Consultant further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Consultant shall require the same of all its subconsultants or subcontractors. Pursuant to Labor Code Section 1735, Consultant shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every consultant for public works who violates this section is subject to all the penalties imposed in Labor Code sections 1720 through 1861.

h. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hours laws will be enforced as follows:

(1) Pursuant to Labor Code section 1775, the Consultant and any subcontractor/subconsultant under it shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Agreement by it or by any subcontractor/subconsultant under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Consultant and/or subconsultant/subcontractor as provided for in Section 1775.

(2) Pursuant to Labor Code Section 1813, Consultant and its subconsultants or subcontractors shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Consultant or subconsultant/subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, except as specified in Labor Code Section 1815. In accordance with the provisions of Labor Code Section 1810 *et seq.*, eight (8) hours is the legal working day.

i. DIR Monitoring. Pursuant to Labor Code Section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the DIR.

j. DIR Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and its subconsultants/subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Agreement, Consultant represents that it is aware of the registration requirement and is currently registered with the DIR. Consultant shall maintain a current registration for the duration of the Agreement. Consultant shall further include the requirements of Labor Code Sections 1725.5 and 1771.1 in any subcontract and ensure that all subconsultants/subcontractors are registered at the time this Agreement is entered into and maintain registration for the duration thereof.

Section 6. **TERM OF AGREEMENT**

This term of this Agreement shall be for an Initial Term of **FOUR (4) MONTHS**, commencing on **April 1, 2023** (the "Commencement Date") and expiring on **July 31, 2023** (the "**Termination Date**") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent Agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

Section 7. **INDEPENDENT CONTRACTOR STATUS**

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

b. Consultant will not have any public contracting duties or responsibilities pursuant to the services to be performed under this Agreement.

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

a. Consultant represents and acknowledges the following:

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

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

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

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

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

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

(7) Consultant will not determine the scope of any subsequent design service contracts to be entered into by the City following the completion of the services set out in this Agreement.

b. The City represents and acknowledges the following:

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

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

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

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

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

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

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

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

Section 9. NOT AGENT OF THE CITY

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Consultant or by any third person to create the relationship of principal and agent.

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

c. Consultant will not have any authority to, nor shall Consultant negotiate contracts or make purchases on City's behalf.

Section 10. LICENSES AND PERMITS

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

Section 11. STANDARD OF PERFORMANCE; WARRANTY

a. Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to **Tony Camargo, Assistant to the City Manager, or his designee** (hereinafter the "**Project Manager**"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

b. In accordance with the standard of care set forth in the first sentence of Section 11.a, the Consultant agrees that it:

(1) Has thoroughly reviewed and considered the services and work to be performed;

(2) Has reviewed the issues regarding the scope of services to be provided;

(3) Has carefully considered how the services and related work should be performed; and

(4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

Section 12. FAMILIARITY WITH WORK

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform

the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from the Project Manager.

Section 13. CONFLICTS OF INTEREST

Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City. Consultant shall also further comply with and is bound by the conflict of interest provisions set forth in Section 5.h of the Federal Funding/Grant Requirements Rider attached hereto as **Exhibit "C"** (see Section 26 of this Agreement).

Section 14. COMPLIANCE WITH LAWS

Consultant shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Consultant or its employees, officers, or board members. Provider and its subconsultants shall comply with: the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*) and the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*). Consultant shall not hire or employ any person to perform work within the City or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. The Consultant and all subcontractors shall also comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 *et seq.*). To the extent that the requirements of the Federal Funding/Grant Requirements Rider in **Exhibit "C"** impose requirements similar to those in State Law, Consultant shall comply with the stricter of the State and Federal laws.

Section 15. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

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

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

Section 16. WORKERS' COMPENSATION INSURANCE

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

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

Section 17. PROFESSIONAL LIABILITY INSURANCE

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

Section 18. ADDITIONAL INSURED

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

Section 19. WAIVER OF SUBROGATION RIGHTS

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

Section 20. PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS

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

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

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

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

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

Section 21. TERMINATION OR SUSPENSION

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

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

Section 22. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement, provided that Consultant shall not be liable for any delays beyond its and its subconsultants' reasonable control.

Section 23. INDEMNIFICATION

a. Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, (but not including the City's construction contractors or other consultants) and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

b. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Subsection a above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's

duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees, or any other party for whom Consultant is not legally liable.

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

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

Section 24. REPORTS

Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in **Exhibit "A"**, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the services required by this Agreement.

Section 25. RECORDS

a. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Project Manager, to evaluate the cost and the performance of such services.

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

c. The Project Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Consultant hereunder shall be retained by Consultant and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 26. FEDERAL FUNDING/GRANT REQUIREMENTS RIDER

The RFP for Project CC23-004 included a SECTION E - FEDERAL FUNDING/GRANT REQUIREMENTS RIDER which placed Consultant on notice that the Project, and any agreement or contract awarded pursuant to the RFP was being funded in whole or in part with federal assistance under the American Rescue Plan Act (the "ARPA") Pub. L. No. 117-2 (March 11, 2021); specifically, Sections 602 and 603 of the Social Security Act (the "Act") as added by Section 9901 of the ARPA, which established the Coronavirus State and Local Fiscal Recovery Funds (the "CSLFRF"). Said Federal Funding/Grant Requirements Rider (signed and submitted by Consultant with its response to the RFP) is attached hereto in its entirety as **Exhibit "C"** and incorporated as part of this Agreement by this reference. Consultant shall comply with all requirements and provisions of **Exhibit "C"**.

Section 27. CONFIDENTIALITY; OWNERSHIP OF WORK

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

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

c. Consultant shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of the Project Manager, or as required by applicable law.

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

e. All of the materials/work produced by Consultant under this Agreement shall be the property of the City to be utilized to inform the City's key decision makers.

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

Section 28. PRINCIPAL REPRESENTATIVES

a. **Jeremy Hart, Associate Principal, Director of Civic + Cultural**, is designated as the principal representative of Consultant for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. The Project Manager (**Tony Camargo, Assistant to the City Manager, or his designee**) shall be the principal representative of the City for purposes of communicating with

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

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

Section 29. MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES

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

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

Section 30. ENTIRE AGREEMENT

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

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

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

Section 31. AMBIGUITIES

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

Notwithstanding the foregoing, the Parties agree that **Exhibit "B"** is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Agreement and **Exhibit "B"**, the terms of this Agreement shall control and nothing set forth in **Exhibit "B"** shall be deemed to supersede any of the provisions of this Agreement.

Section 32. NOTICES

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

To the City: Tony Camargo, Assistant to the City Manager
City of Victorville
14343 Civic Drive
Victorville, CA 92392

To Consultant: Jeremy Hart, Associate Principal,
Director of Civic + Cultural
5301 California Ave., Suite 100
Irvine, CA 92617

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

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

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

Section 34. REVIEW BY ATTORNEYS

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

Section 35. WAIVER

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

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

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

Section 36. ASSIGNMENT

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

Section 37. CARE OF WORK

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

Section 38. CAPTIONS AND HEADINGS

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

Section 39. SUCCESSORS, HEIRS, AND ASSIGNS

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

Section 40. GENDER

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

Section 41. SEVERABILITY

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

Section 42. GOVERNING LAW

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

Section 43. DEFAULT

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

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

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

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

Section 44. CUMULATIVE REMEDIES

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

Section 45. VENUE; DISPUTE RESOLUTION

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

b. In the event of a dispute between the Parties as to performance of Consultant's services, the interpretation of this Agreement, payment or nonpayment for services performed or not performed, or for disputes with respect to whether or not Consultant is in default, the Parties shall (if informal attempts, such as discussions between senior leadership of the Parties, have not resolved the dispute) attempt to resolve the dispute either informally or through a non-binding mediation process before resorting to litigation. Such informal attempts should include at least one meeting between senior leadership within ten (10) days of a written request of the Party that has a dispute being transmitted to the other Party, and the Parties shall make good faith efforts to resolve the dispute during said meeting or any further meetings that senior leadership may agree to attempt to resolve the dispute before resorting to non-binding mediation. If Consultant performs diligently to completion, City agrees to make progress payments as called for herein. If the dispute is not resolved, Consultant agrees that it will neither rescind the Agreement nor stop the progress of its services, as long as the City continues to make payments on all invoices and shows a good faith effort to resolve the dispute by non-binding mediation or other means.

Section 46. ATTORNEYS' FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be

entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 47. EFFECTIVENESS OF AGREEMENT

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

Section 48. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

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

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

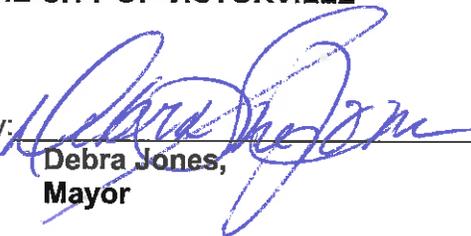
Section 49. COUNTERPARTS

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

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

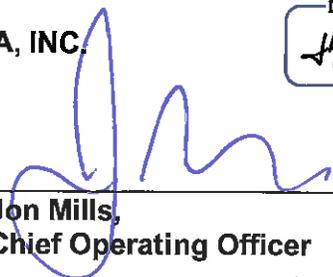
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

By: 
Debra Jones,
Mayor

Date: 4/4/2023

LPA, INC.

By: 
Jon Mills,
Chief Operating Officer

DS


DS


Date: 3/23/23

ATTEST

By: 
Jennifer Thompson,
City Clerk

Date: 4/5/2023

THE CITY OF VICTORVILLE

By: SIGNED IN COUNTERPART
John Preston,
Risk Manager

Date: _____

APPROVED AS TO FORM:

By: SIGNED IN COUNTERPART
Andre de Bortnowsky,
City Attorney

Date: _____

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

THE CITY OF VICTORVILLE

LPA, INC

DS [Signature] DS [Signature]

By: **SIGNED IN COUNTERPART**
Debra Jones,
Mayor

By: [Signature]
Jon Mills,
Chief Operating Officer

Date : _____

Date: 3/23/23

ATTEST

By: **SIGNED IN COUNTERPART**
Jennifer Thompson,
City Clerk

Date: _____

THE CITY OF VICTORVILLE

APPROVED AS TO FORM:

By: **DocuSigned by:**
John Preston
John Preston,
Risk Manager

By: **DocuSigned by:**
Andre de Bortnowsky, City Attorney
Andre de Bortnowsky,
City Attorney

Date: 3/29/2023 | 1:41 PM PDT

Date: 3/29/2023 | 4:31 PM PDT

Certificate Of Completion

Envelope Id: B7DE431DF58C422C9A758EEFB845087A
 Subject: LPA, Inc. - Agreement for Design Services for New PD Station, Project CC33-004
 Source Envelope:
 Document Pages: 70 Signatures: 2
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Elizabeth Salcido
 esalcido@victorvilleca.gov
 IP Address: 24.182.14.221

Record Tracking

Status: Original
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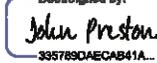
Holder: Elizabeth Salcido
 esalcido@victorvilleca.gov

Location: DocuSign

Signer Events

John Preston
 jpreston@victorvilleca.gov
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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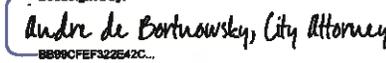
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 Signed: 3/29/2023 1:41:02 PM

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 Signed using mobile

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Andre de Bortnowsky, City Attorney
 andre@gdblwoffices.com
 Partner
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 BB89CFEF322E42C...

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Rayne Cisneros
 rcisneros@gdblwoffices.com
 Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/29/2023 4:31:58 PM
Completed	Security Checked	3/29/2023 4:32:00 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following Phase I services for the project described in the RFP:

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

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

1. Consultant shall visit and familiarize themselves with the City's current Police Station and Corporate Yard facilities.
2. Review initial programming documentation associated with a new facility.
3. Meet with the Police staff and other selected City stakeholders to review program requirements and to confirm the current and future needs of the Police. Prepare a "Program of Spaces" documenting room by room, functional needs, and adjacencies to be used as the design program. Programming recommendations shall include identifying operational efficiencies and adjacencies which may be achieved by constructing a new facility. Recommendations may include reorganization of operations and spaces to meet current industry standards for public safety facilities.
4. Assess the current conditions associated with the Police Department and Corporate Yard. Issues to consider may include, but are not limited to; over occupancy, up to current building and safety codes, asbestos and lead free, parking, etc.
5. Prepare documentation to justify the needs to the City.
6. Prepare a survey to determine the best suitable site for the new station (Either on property south of City Hall or on property to the West of City Hall).
7. Identify the site for the new facility with conceptual level cost estimates for each site.
8. Evaluate each site and identify the advantages and disadvantages of each.
9. Determine if a single story or multi-story building is suitable.
10. Demonstrate the ability to incorporate a civic memorial space and tree lighting site through the modifications to the property south of City Hall or in connection with the new facility west of City Hall.
11. Assist the City in selecting a preferred site that will also accommodate the numerous City events that take place on City Hall property. Events include, but are not limited to; Fall Festival, Tree Lighting, Halloween Candy Giveaway, and MLK March, therefore, the Firm shall also consider the relocation of City owned memorial monuments.
12. Utilizing the preferred site, prepare a conceptual plan for the future site. Any conceptual-design work performed by Consultant shall be based on the input and guidance it receives from the City and other stakeholders designated by the City. The plan shall identify a preferred conceptual building and site plan consisting of office/office support areas, employee facilities (locker/shower/toilet/muster), material storage areas, wash area, and vehicle/equipment storage area. Work shall include identifying potential reorganization of the current site functions to improve efficiency and security at the site. Site function to be evaluated include, but are not limited to, site circulation, bulk material storage areas, and public/employee parking areas. In connection with

the site modifications, evaluate reducing travel lanes along Civic Drive approaching the subject site and City Hall to reduce speeds, accommodate a civic plaza comprised of civic memorial spaces, holiday tree lighting area and enhanced pedestrian connections. A construction phasing plan shall also be developed to demonstrate how the new facility can be constructed while maintaining nearby operations.

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

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

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

16. Provide a conceptual cost estimate for the preferred site, to be presented to the City Council.

17. Meet with various City departments as necessary to assist in demonstrating the need, identifying the benefits of a new facility, and obtaining project approval.

18. Prepare a color rendering of the proposed Police Station (which will be in high resolution, available in electronic format, and fit for reproduction) and be available to assist the City Staff with making a final presentation to the City Council for approval of the program, the preferred site, the conceptual design, and the conceptual cost estimate.

EXHIBIT B

**COST PROPOSAL, PHASE I
(ONLY PHASE I SERVICES AND PHASE I COST
AMOUNTS ARE COVERED BY THIS AGREEMENT)**

See Attachment



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

PROPOSAL SHEET

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

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

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

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

DESIGN PLANS (Please provide Title/Job Classifications)

[Staff] _____ \$ _____ per hour _____
[Staff] _____ \$ _____ per hour _____
[Staff] _____ \$ _____ per hour _____
[Staff] _____ \$ _____ per hour _____

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

ESTIMATED LUMP SUM TOTAL COST TO COMPLETE THE PROJECT BASED ON THE SCOPE OF SERVICES PROVIDED: _____

September 15, 2022

EXHIBIT B, CONSULTANT'S PROPOSAL, PHASE I ONLY, PROJECT CC23-004

**CITY OF VICTORVILLE**

Celeste Calderon, Finance Specialist
14343 Civic Drive,
Victorville, CA 92392

5301 California Avenue Suite 100, Irvine, CA 92617
P. 949.261.2001 | www.LPADesignStudios.com

COST PROPOSAL: DESIGN SERVICES FOR NEW POLICE DEPARTMENT (PD) STATION**PHASE I - Programming / Conceptual Plan Development / Due Diligence Activities**

Programming, Design & Engineering **\$355,000.00**

Construction Management & Scheduling **\$27,126.00**

PHASE I TOTAL **\$382,126.00**

PHASE II - Schematic Design

Design & Engineering **\$812,675.00**

Construction Management & Scheduling **\$29,810.00**

PHASE II TOTAL **\$842,485.00**

PHASE III - Final Design and Construction Administration Services

Design & Engineering **\$4,128,115.00**

Construction Management & Scheduling **\$1,178,034.00**

PHASE III TOTAL **\$5,306,149.00**

BASIC HOURLY RATE SCHEDULE**Multi-Disciplinary Team**

Intern	\$75.00
Designer I	\$110.00
Designer II	\$120.00
Designer III	\$135.00
Design Coordinator I	\$145.00
Design Coordinator II	\$170.00
Project Leader	\$200.00
Project Director	\$250.00
Discipline Director	\$260.00
Principal	\$280.00

Support Roles

Specialist I	\$85.00
Specialist II	\$95.00
Specialist III	\$110.00
Senior Specialist	\$140.00
Manager	\$165.00
Director	\$240.00

Note: These rates are effective February 1, 2022 and are subject to change annually.

REIMBURSABLES

Reimbursable expenses are included within the lump sum fees above.

PROPOSED FEE STRUCTURE

Our proposal is for the services identified within the City of Victorville's Request for Proposals for Design Services for New Police Department (PD) Station, City of Victorville Project CC23-004. The total proposed lump sum fees for each of the phases is based upon an assumed project size of 50,000 Square Feet for a Police Station and a Civic Plaza on City owned land, an estimated construction budget of \$42,500,000, and the following assumed schedule for each phase:

Phase I - 3 Months

Phase II - 2 Months

Phase III Design & Engineering - 11 Months

Phase III Construction - 20 Months



Consultant's Name: Jeremy Hart

Company Name: LPA

Phone: 949.261.1001 Fax: 949.261.1190 Email: JHart@lpadesignstudios.com

Name: Jeremy Hart

Associate Principal, Director of Civic + Cultural

09/15/2022

Signature

Title

Date

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

EXHIBIT C

**FEDERAL FUNDING/GRANT
REQUIREMENTS RIDER**

See Attachment

CITY OF VICTORVILLE, CALIFORNIA

RFP FOR DESIGN SERVICES FOR NEW PD STATION
PROJECT CC23-004

SECTION E - FEDERAL FUNDING/GRANT REQUIREMENTS RIDER

1. Consultant is hereby advised and acknowledges that the Project, and any agreement or contract awarded pursuant to this RFP, is being funded in whole or in part with federal assistance under the American Rescue Plan Act (the “**ARPA**”) Pub. L. No. 117-2 (March 11, 2021); specifically, Sections 602 and 603 of the Social Security Act (the “**Act**”) as added by Section 9901 of the ARPA, which established the Coronavirus State and Local Fiscal Recovery Funds (the “**CSLFRF**”). Such funding is provided in accordance with and is subject to the terms and conditions of the CSLFRF financial assistance agreement between the U.S. Department of the Treasury (“**Treasury**”) and the City, signed May 11, 2021 (the “**City Award**”). The City Award is attached to this Section E as **ATTACHMENT E-1** and is expressly incorporated herein by reference.
2. For purposes of this Section E, the term “Contractor” shall mean and include “Consultant”.
3. By submitting a Proposal for the Project, Consultant agrees to comply with the laws, provisions, and regulations listed herein; all other applicable federal statutes, regulations, and executive orders; and to further provide for such compliance in any agreements/contracts it enters into with other parties (by inserting a provision into any subcontracts or subconsultant agreements making them subject to all of the provisions stipulated herein) for any work or services relating to the Project.
4. Consultant acknowledges and agrees that the provisions of this Section E and its attachments shall be annexed as an Exhibit and made part of its Agreement with the City in the event of an award.
5. The laws, provisions, and regulations relating to this Project and with which Consultant is required to comply, include without limitation, all of the following:
 - a. The requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
 - b. Federal regulations specified in the City Award, which include without limitation, the following:
 - (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to the City Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply.
 - (ii) Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.

EXHIBIT C, FEDERAL FUNDING/GRANT REQUIREMENTS RIDER, PROJECT CC23-004

- (iii) Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
 - (iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. Contractor must complete the certification in **ATTACHMENT E-2** and comply with all provisions of said certification.
 - (v) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - (vi) Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
 - (vii) New Restrictions on Lobbying, 31 CFR Part 21, pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 3152). See provisions in Subsection j.(ix) below for requirements and required certification.
 - (viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - (ix) Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to the Project and Consultant, including, without limitation, the following:
- (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance (see subdivision d, below for required assurances);
 - (ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - (iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - (iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - (v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability under

programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- d. The Civil Rights Restoration Act of 1987 which require the following assurances:
- (i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - (ii) Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Consultant shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Consultant's programs, services, and activities.
 - (iii) Consultant agrees to consider the need for language services for LEP persons when Consultant develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
 - (iv) Consultant acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees, and assignees for the period in which such assistance is provided
 - (v) Consultant acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances (i)-(iv) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant the Consultant's sub-grantees, contractors, subcontractors, subconsultants, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying

benefits of; or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

e. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, as set forth in 2 CFR Section 200.321.

- (i) If subcontracts are to be let, Consultant must take all affirmative steps pursuant to Section 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. Affirmative steps include:
- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - E. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce
- (ii) If selected for award, Consultant must submit a Small and Minority Businesses, Women's Business Enterprise (S/M/WBE) and Local Surplus Area (LSA) Firm Outreach Plan attached hereto as **ATTACHMENT E-3** within 30 days of contract execution to the City for approval. The City will accept the S/M/WBE and LSA Firm Outreach Plan or offer recommendations to ensure S/M/WBE and LSA Firm Outreach Plan includes all necessary affirmative steps to meet the intent of 2 CFR § 200.321. Consultant shall revise its S/M/WBE Outreach Plan to incorporate City input as applicable. Upon the City's acceptance of the S/M/WBE and LSA Firm Outreach Plan, Consultant shall submit updates to the City quarterly. S/M/WBE and LSA Firm Outreach Plan update should include efforts taken within the period to assure that minority businesses, women's business enterprises, and labor surplus area firms were utilized when possible.

EXHIBIT C, FEDERAL FUNDING/GRANT REQUIREMENTS RIDER, PROJECT CC23-004

- f. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on- the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- g. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.
- h. Conflict of Interest. By submitting a Proposal and executing an agreement with the City, Consultant certifies that it that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant under the agreement or with respect to the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR Sections 200.112 and 200.318(c)). Consultant shall provide all additional information necessary for the City to fully assess and address such actual or potential conflict of interest and agrees to advise the City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution the agreement. Consultant further agrees to complete any statements of economic interest if required by either CITY ordinance or State law and further certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement and does not know of any fact which constitutes a violation of any conflict of interest law, including Section 87100 et seq. or Section 1090 et seq. of the California Government Code.
- i. Records Retention and Access. Consultant certifies that it will comply with the records retention and access requirements detailed in 2 CFR § 200.334 and 200.337, as well as any additional requirements that may be imposed by the Act or Treasury regulations. Contractor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports for the Project, as applicable, and all other pending matters are closed. Consultant acknowledges and agrees that the Treasury, Inspectors General, the Comptroller General of the United States, the City, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of Consultant which are pertinent to the Project by virtue of the Federal award by which it is funded, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Consultant's personnel for the purposes of interview and discussion related to such documents. The provisions of this Section shall govern over any conflicting provisions in the Agreement.
- j. Federal contract provisions required by Appendix II to 2 CFR Part 200 (2 CFR § 200.327), as applicable:
- (i) Remedies for Breach - Appendix II to Part 200, Subd. (A). The Terms and Conditions in Section C of the RFP, as well as the provisions of Section 43 of the Agreement provide remedies and penalties for breach of the Agreement.
- (ii) Termination for Cause/Convenience - Appendix II to Part 200, Subd. (B). The Terms and Conditions in Section C of the RFP, as well as the provisions of Section

21 and 43 of the Agreement include remedies for breach and termination for cause and convenience.

- (iii) Equal Employment Opportunity - Appendix II to Part 200, Subd. (C). Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of a "federally assisted construction contract" in 41 CFR § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 CFR Chapter 60:

During the performance of this Agreement, Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

D. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Consultant will comply with all provisions of Executive Order 1124 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Consultant will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will

otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- (iv) Davis-Bacon and Copeland "Anti-Kickback" Act - Appendix II to Part 200, (Subd. (D)). Not applicable to the CSLRF (See Final Rule Guidance).
- (v) Contract Work Hours and Safety Standards Act – Appendix II to Part 200 (Subd. (E)). Applicable to all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence).
 - A. Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated herein by this reference.
 - B. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.
- (vi) Rights to Inventions Made Under a Contract or Agreement - Appendix II to Part 200 (Subd. (F)). Contracts or agreements for the performance of experimental, developmental, or research work (meeting the definition of "funding agreements" (see 37 CFR Part 401)) shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

- (vii) Clean Air Act and Federal Water Pollution Control Act - Appendix II to Part 200 (Subd. (G)).
- A. For all contracts in excess of \$150,000, Contractor agrees to comply with: (1) all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; and (2) all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. Contractor further agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- (viii) Debarment and Suspension - Appendix II to Part 200 (Subd. (H) and requirements and certification as specified in Subsection 5.b.(iv) of this Section E).
- (ix) Byrd Anti-Lobbying Amendment – Appendix II to Part 200 (Subd.(I)) and Subsection 5.b.(vii) of this Section E).
- A. Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.
- B. Contractor shall file the required certification, **ATTACHMENT E-4**, Certification Regarding Lobbying, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000.
- (x) Procurement of Recovered Materials - Appendix II to Part 200 (Subd. (J) and 2 CFR § 200.323). Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified

in the EPA guidelines. available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (xi) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Appendix II to Part 200 (Subd. (K) and 2 CFR § 200.26). Contractor is prohibited from obligating or expending loan or grant funds to:
- A. Procure or obtain;
 - B. Extend or renew a contract to procure or obtain; or
 - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (xii) Domestic Preferences for Procurement – Appendix II to Part 200 Subd. (L) and 2 CFR § 200.322.
- A. As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
 - B. For purposes of this clause:



- (1) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

k. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated herein by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of the Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. Consultant shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to City for guidance. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause City to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.

I have Read and acknowledged this **FEDERAL FUNDING/GRANT REQUIREMENTS RIDER**



Signature of Contractor/Consultant's Authorized Officer

Jeremy Hart, Associate Principal, Director of Civic + Cultural

Name and Title of Consultant's/Contractor's Authorized Officer

09/15/2022

Date

The following Completed Attachments are included:

E-2 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

E-3 - S/M/WBE AND LSA FIRM OUTREACH PLAN; and

E-4 - NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

OMB Approved No. 1503-0271 EXHIBIT C - FEDERAL FUNDING/GRANT REQUIREMENTS RIDER, PROJECT CC23-004
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Victorville 14343 Civic Dr Victorville, California, 92392-2399	DUNS Number: 093240653 Taxpayer Identification Number: 952235918 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: 
A10098C47B9D43B...

Authorized Representative: Keith Metzler

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

EXHIBIT C, FEDERAL FUNDING/GRANT REQUIREMENTS RIDER, PROJECT CC23-004

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Victorville

5/11/2021

Recipient

Date

DocuSigned by:
Keith C. Metzler
A10098C47B0D43B...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

ATTACHMENT E-2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.



7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Jeremy Hart

Name (Typed)

Associate Principal, Director of Civic + Cultural; LPA

Title and Organization Name (Typed)

Signature

09/15/2022

Date

ATTACHMENT E-3

S/M/WBE AND LSA FIRM OUTREACH PLAN

Project Number: _____

Consultant: _____

Submittal #: _____

In this section, the Consultant is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association/ Chamber/Database Name	Contact Name	Method of Outreach (Fax, Email, Phone, etc.)	Date of Outreach	Response/Outcome

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

EXHIBIT C, FEDERAL FUNDING/GRANT REQUIREMENTS RIDER, PROJECT CC23-004

S/M/WB E and LSA Firm Name	Contact Name/Title	Business Type (Small/ Minority/ Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Resp onse/ Inter ested in Bid ding (Y/N)

4. Detail methods utilized to determine whether S/M/WBES and LSAs were qualified:

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBES and LSAs on this Agreement. Provide examples of how delivery schedules, when permissible, were established in a way that would encourage participation by S/M/WBES and LSAs.

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



ATTACHMENT E-4

NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor/Consultant's Authorized Officer

09/15/2022

Date

Jeremy Hart, Associate Principal, Director of Civic + Cultural

Name and Title of Consultant's/Contractor's Authorized Officer

P:\APPS\INPDATA\WCA\0001-45 AGREEMENTS REVIEW & TEMPLATES 2021\POLICE STATION DESIGN\RFP200.16-CONTRACT OR RFP ADD IN SECTION DRAFT V12.08.01.22 V18 BID PKG INSERT 06.02.22.DOCX

**REQUEST FOR PROPOSAL CC23-004 DESIGN SERVICES FOR NEW PD STATION (Addendum No.2) Section E - Attachment E-4
NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT**

Jon,

This is an agreement with the City of Victorville for the programming, conceptual plan development/due diligence activities (Phase 1) related to the City's new police station. Our fees for this phase are just under \$400,000.

It is the City's intent to amend this agreement to add the Schematic Design (Phase 2) and the Final Design and CA (Phase 3), with a fee of just over \$6 million for Phases 2 and 3.

The City incorporated the contract exceptions that we included in our proposal in this agreement.

--Mark