

CITY OF UPLAND



REQUEST FOR PROPOSALS

FOR

METROLINK STATION SECURITY GUARD SERVICES

25 - 001

Issue Date: April 10, 2025

Due Date: May 01, 2025

Project Manager: Richard Smiderle

Email: Rsmiderle@uplandca.gov

CITY OF UPLAND



CITY OF UPLAND

NOTICE OF INVITING PROPOSALS

PUBLIC NOTICE IS HEREBY GIVEN that sealed proposals will be received at the City of Upland Public Works Services Department, 1370 N. Benson Ave, Upland, CA 91786, until **5:00 p.m. Thursday May 01, 2025.**

METROLINK STATION SECURITY GUARD SERVICES

Together with all incidental and appurtenant equipment and services necessary thereto, and in accordance with the provisions and specifications therefore, which are on file in the Public Works Services Department.

Interested parties may obtain copies of the above-mentioned proposal by contacting the Public Works Services Department at (909) 291-2930.

All proposals shall be submitted in a sealed envelope plainly marked "Metrolink Station Security Guard Services". Offeror's name and address shall appear in the upper left-hand corner.

The City Council reserves the right to reject any or all proposals determined to be in the best interest of the City.

Richard Smiderle
Operations Manager

CITY OF UPLAND

REQUEST FOR PROPOSAL

Metrolink Station Security Guard Services

I. GENERAL INFORMATION

The City of Upland is soliciting proposals from qualified vendors for the performance of Metrolink Station Security Guard Services from **July 1, 2025 through June 30, 2028**, (3-Year) and reserves the right to extend term for **five (5) one-year extension options**. Please refer to details within Exhibit "A", Scope of Services for this project.

Proposal Submittal Guidelines

Vendor is required to submit an original and two (2) copies of the proposal in a sealed envelope at the address listed below:

**City of Upland
Public Works Services Department
1370 N. Benson Avenue
Upland, CA 91786
Attn: Metrolink Station Security Guard Services**

Proposals may be mailed or hand-carried to the Public Works Services Department, but must be received no later than **5:00 p.m., Thursday May 01, 2025**. Proposals may be modified or withdrawn prior to the established date and time.

The City of Upland does not recognize the U.S. Postal Service of any other organization as its agent for purposes of accepting proposals. All proposals received after the deadline will be rejected and returned unopened. No extensions will be granted.

Rejections

All proposals will be reviewed to determine conformance with the RFP requirements. Failure to meet the requirements will be cause for rejection of the proposal. Any proposal which is incomplete, conditional or contains irregularities may also be rejected.

The City of Upland reserves the right to:

- A. Select any proposal as a basis for written or oral communication with any or all companies or individuals when such action is considered to be in the best interest of the City of Upland.
- B. Exercise discretion and apply its judgment with respect to selection of any proposals submitted.
- C. Reject all proposals.

Competency of Proposer

- A. No proposal will be accepted from or contract awarded to a proposer who is not licensed in accordance with the law, who does not hold a license qualifying him to perform work under this contract, who was not provided a proposal form and who has not successfully performed on projects of similar character and scope.
- B. Before the award of any contract, the proposer may be required to show, to the complete satisfaction of the City, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, contractor history and five references are required at a minimum.
- C. The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

Selection Procedures

The following is an outline of the procedures the City will use in the selection process:

- A. Selection staff comprised of City personnel.
- B. Negotiations may or may not take place with the Offeror(s) on the final scope of work, contract, and proposal price; therefore, the proposal submitted should contain Offeror(s) most favorable terms and conditions.
- C. The City reserves the right to conduct pre-award discussions, vendor interviews and/or demonstrations and pre-contract negotiations with selected Vendors.
- D. At the conclusion of the proposal and evaluation, City staff will recommend to City Council the vendor whose proposal is the best overall service and value to the City.

Evaluation Criteria

City staff will evaluate the proposals based on the following factors:

A. General Quality and Responsiveness of the Proposal

1. Responsiveness to the terms, conditions, and items of performance.
2. Completeness and thoroughness of the proposal.
3. Grasp of the scope and services to be performed, and the technical approach to be used.

B. Qualification and Experience of Firm and Personnel

1. Evidence of good organization and management practices.
2. Qualification and experience of key personnel.
3. Experience and past performance of firm.

C. Fee Proposal – Price is a factor but is not considered the primary selection criteria.

Schedule of Events Regarding RFP

Issue RFP Solicitation	April 10, 2025
Questions Due	April 17, 2025
Addendum Issued	April 24, 2025 (If Necessary)
Proposal Submittal Deadline	May 01, 2025
Complete Review of Proposal	May 08, 2025
Award Contract	May 26, 2025

Inquiries

Questions regarding this RFP are due by **5:00pm on April 17, 2025** and be directed to Richard Smiderle, Operations Manager, at Rsmiderle@ci.upland.ca.us If this RFP must be amended, a formal written amendment will be issued to all known prospective Offerors.

II. CONTRACT TERMS

Professional Services Agreement

No agreement shall be binding upon the City until a Professional Services Agreement, (A sample of which is included as Exhibit B) is completely executed by the Contractor, City Manager and approved by the City Attorney. Any revisions requested to the Professional Services Agreement should be included in the proposal.

Failure to execute and return the final Professional Services Agreement and evidence of acceptable insurance in a timely manner may be just cause for the City to rescind the contract offer.

III. REQUIRED DOCUMENTS WITH RFP RESPONSE

**Metrolink Station Security Guard Services
25 - 001**

VENDOR: _____

DOCUMENT DESCRIPTION	ENCLOSED WITH BID RESPONSE
1. AUTHORIZATION DOCUMENT	Yes_____
2. PROPOSER'S INFORMATION	Yes_____
3. LIST OF REFERENCES	Yes_____
4. INSURANCE CERTIFICATES	Yes_____
5. NON-COLLUSION AFFIDAVIT (NOTARIZED)	Yes_____
6. CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS	Yes_____
7. ADDENDA RECEIPT ACKNOWLEDGMENT	Yes_____
8. CERTIFICATON LABOR CODE	Yes_____
9. PROPOSAL SUMMARY SHEET – SECURITY GUARD SERVICES SCHEDULE/ PRICING	Yes_____
10. N/A	Yes_____

EXHIBIT "A"
CITY OF UPLAND
SCOPE OF SERVICES
METROLINK STATION SECURITY GUARD SERVICES

Background

The City of Upland is inviting qualified Vendors to submit a proposal response for Security Guard Services at Metrolink Station Facility in accordance with the minimum Scope of Services and Specifications indicated herein. "Vendor References" shall be submitted with the RFP response but "ONLY" as a separate attachment under its own Title Page, "Exhibit – 3", Vendor References.

Scope of Services

The Vendor shall provide professional Security Guards (Unarmed), equipment, tools, materials, supervision, and other items necessary to perform security patrol services as indicated throughout this RFP. The successful Vendor must be able to perform to the minimum standards stated herein. The City expressly reserves the right and is at the City's sole discretion to request the removal and replacement of any security guards who, in the City's opinion, is for any reason unsatisfactory.

1. Specifications

To include but not be limited to the following:

- A. Guard the property against fire, theft, damage, vandalism, and graffiti.
- B. Report ONLY and document, in accordance with procedures, any unusual activity, hazardous conditions, damage or situations that may develop into potential facility damage and /or suspicious activity.
- C. Maintain daily log for each shift, incident reports and activity reports as required.
- D. Appropriately report and respond to potential and actual emergencies such as fire, medical, situations or threats to the public, City staff or property.
- E. Carry a radio or phone for immediate contact with Vendors Command Center, City staff and the City of Upland Police Station.
- F. Carry all devices necessary to implement the requirements for Post Management / Tour Verifications System described herein.
- G. Politely interact with the public and always maintain a professional demeanor.

2. Service Location(s). The City reserves the right to change service schedules/hours at its own discretion. The City will make every reasonable effort to provide Vendor with a fourteen (14) day notice prior to any schedule change. All changes in service will be calculated based on the unit rates quoted herein.

2.1. Estimates. The following days/times are current estimates as provided by Metrolink. Metrolink operation schedules/times of day are subject to adjustments in relation to rider demand. In the event of Metrolink schedule adjustments, Security Services will be required to adjust accordingly.

A. <u>Metrolink Station</u> – 300 E. A Street.	Total hours per week = 117.0
Monday thru Friday 4:00am-9:00pm	(17.0 hrs. per day)
Saturday 7:00am-11:00pm	(16.0 hrs. per day)
Sunday 7:00am-11:00pm	(16.0 hrs. per day)

Designated Metrolink Parking Lots are officially located at the following locations:

1. All parking lots designated as “Metrolink Parking”, which include the following.
2. All lots on the south side of “A” Street between 1st Ave & 6th Ave.

Provide Security Guard services for Metrolink Train Station and adjoining parking lots. Services include platform security, patrol routes and parking lot surveillance. Perform random patrols that cannot easily be timed by people planning to execute illicit activities while security’s attention is elsewhere. Vendor is to furnish, install and maintain electronic patrol tour verification devices at these locations. Note – Station Platform Security Guard visual presence shall occur during all train service stop times.

3. Definitions

- A. Daily Activity Report: “Daily Activity Report” as used herein includes the daily log, and a printout of the scan log from the tour verification system of the guard’s locations throughout his or her shift.
- B. Daily Log: “Daily Log” as used herein is a detailed written log prepared by the individual guards documenting all activities during their individual working hours.
- C. Shift: “Shift” as used herein is the period services are to be provided at a given facility during a 24-hour period. Example: M-TH, 7am-7pm is four twelve-hour shifts per week with each shift beginning at 7:00 am and ending at 7:00 pm. regardless of how the vendor covers the shift.

4. General Requirements

- A. Vendor shall possess a current private operator's number/Private Patrol Permit number from the State of California Department of Consumer Affairs, Bureau of Security and Investigative Services. The contract will be automatically nullified should the license become expired, suspended or revoked.
- B. Vendor shall have at least five (5) years continuous professional experience in providing and managing security services in similar settings. Experience providing services to local governments preferred.
- C. Vendor shall have no record of unsatisfactory performance. Vendors who are or have been deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Vendor, shall be presumed to be unable to meet this requirement.
- D. Security Guards provided by the successful Vendor shall be registered with the California Department of Consumer Affairs and shall possess a current, valid Guard Registration Card while on duty.
- E. Security Guards are to possess valid CA driver's license and must be at least 21 years of age.
- F. Security Guards shall be trained and certified and have at least three (3) years continuous professional experience.
- G. The successful Vendor shall be required to enter a PSA with the City and comply with all Insurance requirements stated therein.
- H. Each security guard provided by the Vendor shall have the ability to read and write the English language; obtained a high school diploma or G.E.D.; understand and carry out oral and written directions; think and act quickly and effectively in emergencies; and write accurate and clear reports.
- I. Vendor shall ensure that Security Guards are neat in appearance, wear a uniform with name tag and security officer badge as normally worn in commercial security services.
- J. Vendor shall furnish, install and maintain electronic post management / patrol tour verification devices at all locations for which services are provided under said contract.
- K. Post Management / Tour Verification System shall;
 - 1. Use either RFID tags, bar codes, QR codes or other approved devices at all security locations.
 - 2. Log the hours of patrol through individual scans as guards pass the point.

3. Use GPS to validate the position of the devices when scanned.
 4. Provide a separate continuous, real-time, GPS track of all vendor-owned vehicles' movements and locations during service hours. Vehicle log shall include vehicle speed at any given point in time.
 5. Provide the City with real-time web-based access to the tour verification system, including but not limited to patrol log, maps with patrol routes and timelines, incident reports, and any other information related to services performed for the City.
 6. Be in place and fully operational within thirty days of the notice to proceed.
 7. Notify City staff if the system goes off-line for any reason during the term of the contract. If the system is offline the daily log portion of the daily activity reports shall be submitted to the City Representative within 24 hours of the end of each shift at the affected locations. Failure to provide daily activity reports during system outages within 24 hours of the end of each shift will result in deductions pursuant to "Special Provisions" Section 7.B.
 8. Have the capability to be back online with 72 hours of an outage. Failure to have the tour verification system online within 72 hours will result in deductions pursuant to "Special Provisions" Section 7.A.
- L. Vendor shall provide flashlights, batteries, cell phones, radios, security vehicles, reporting forms, electronic patrol tour verification devices and other supplies needed to perform duties as described herein.
- M. Vendor shall provide all necessary Personal Protective Equipment (PPE) & sanitary supplies to all security staff members while on duty.
- N. Vendor shall prepare daily activity reports for each shift for which services are provided under this contract. The daily activity report shall include the daily log prepared by the guard on duty, a printout of the scan log from the tour verification system and a printout of the GPS track recording the guard's location throughout the shift. Daily activity reports shall be submitted to the City Representative on a monthly basis for a billing period and shall be submitted with each invoice.
- O. Vendor shall notify the City Representative by telephone of any accidents or incidents occurring on City property. Said notification shall be made as soon as the situation has stabilized, and it is safe for the guard to do so. In addition, an incident report shall be prepared for all significant incidents occurring during each shift. If there were no significant incidents during a shift an incident report shall be prepared stating that no significant incidents occurred during the shift. Incident reports shall be submitted to the City Representative on a weekly basis by 12:00 noon on Tuesday of the following week unless requested sooner by the City representative. In addition, all incident reports for a billing period shall be submitted with each invoice.

- P. Vendor will maintain daily, weekly, and monthly statistics for incident reports, electronic patrol tour reports and provide written reports to the Facilities Superintendent attached to the monthly invoices or upon request.
- Q. Vendor will exercise professional judgment and caution in responding to or discovering unsafe conditions, emergency situations and criminal activity. The Vendor will be solely responsible to provide training of all Security Officers in the appropriate response to unsafe conditions, emergency situations and criminal activity.
- R. Vendor may be required to provide Security Officers upon special request of the City to arrive within a one-hour period. This may include crowd control, site/perimeter security, secure transportation of performers, and personal protection for performers and/or VIP talent security in relation to performances at City venues.
- S. Upon award of a contract the successful Vendor shall identify a contact that will be assigned and responsible for management of the contract and coordination of services directly with the City's contact identified within the PSA. All changes in schedules, requests for service, additional services, etc. shall be mutually agreed upon by way of Addendum signed by both parties, prior to any changes in service being made.
- T. Additional service charges shall be in accordance to those rates quoted herein. Any changes in scope, schedules, additional services, etc. shall be denied payment unless documented in writing by way of Addendum and signed by both parties.
- U. In accordance with **Proposal Summary Sheet-9**, Guard Mobility Options are defined as the following.
1. Foot Patrol – Security Guard to remain “On Foot” only to perform and survey all required tasks as defined.

Note – Vendor to provide secure location / storage regarding options #2 & #3.

CITY OF UPLAND
SPECIAL PROVISIONS

METROLINK STATION SECURITY GUARD SERVICES

The Contractor shall provide Metrolink Station Security Guard Services in accordance with Scope of Services, Special Provisions, the Agreement Terms and Conditions and Technical Specifications.

1. Special License and Permits. The Contractor shall possess and maintain a current private operator's number/Private Patrol Permit number from the State of California Department of Consumer Affairs, bureau of Security and Investigative Services. Certifications must be in good standing for the previous five (5) consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.
2. Dress Code and Appearance. All personnel of the Contractor shall be required to wear uniforms bearing the company name while on the project. Sufficient changes shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt, trousers or short pants during the summer months and reflective safety jacket with company name during cool weather. Safety vests bearing the company name are not considered a part of the uniform but shall be required to be worn to comply with this contract document. (Failure of an employee to wear a uniform shall result in a \$100.00 deduction and forfeiture per occurrence).
3. Personnel Special Requirements. Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the agreement.
4. Contractor Negligence. Any damage to the City's property which has been determined to be due to the Contractor's negligence shall be corrected at no additional cost to the City.
5. Special Request. The Contractor may be requested by the City Operations staff to perform special tasks which are outside their normal work schedule.

Special Request invoices should be sent to:

City of Upland, Public Works Services Department
1370 N. Benson Ave
Upland, CA. 91786
Attention: Richard Smiderle, P.W. Operations Manager

6. Payments / Invoices. Invoices shall be submitted to City within thirty (30) days following the end of the month of the reporting period. The daily, weekly, and monthly statistical reports, daily activity reports, incident reports, and other written reports, required by "Scope of Services, Section N" shall be attached to the monthly invoices. Invoices which do not include these reports will be rejected. Failure to submit invoices in this format may result in non-payment until these requirements are met.

7. Deductions.

A. Deductions for standing guard services and patrol routes:

If the tour verification system does not show that a guard is on post, whether standing or a patrol route, then it will be assumed that the guard is absent from the post. Payment deductions will be made on a pro rata basis for all time when a guard is absent from the post.

B. Deductions for tour verification system outages:

Electronic tour verification is an essential service to be provided by the vendor. Pursuant to "Scope of Services" section "Scope of Services" K,7, the vendor shall submit daily activity logs within 24 hours of the end of each shift during system outages. Failure to submit the daily activity logs within 24 hours of the end of the shift will result in the deductions described in section 7.A.

9. Rates

A. Regular Rate – Any day of the week that is not designated as a City recognized holiday.

B. Holiday Rate – Rate shall be paid for scheduled services performed on City recognized holidays except as otherwise noted herein.

C. Overtime Rate – Rate shall be paid only when the City requests a scheduled service be extended on less than twenty-four (24) hour notice and said extension requires an individual guard's shift to exceed eight (8) hours.

D. Holidays – Holidays are as follows:

- | | |
|--------------------------------|------------------|
| 1. January 1 | New Year's Day |
| 2. Last Monday of May | Memorial Day |
| 3. July 4 th | Independence Day |
| 4. First Monday of September | Labor Day |
| 5. Fourth Thursday of November | Thanksgiving Day |
| 6. December 25 th | Christmas Day |

EXHIBIT "B"
[SAMPLE ONLY – DO NOT COMPLETE]

CITY OF UPLAND
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of [REDACTED], 2025 by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 ("City"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

[REDACTED]
(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." [Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]

2. Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total annual compensation shall vary, subject to City Council approval of the annual budget itemized for Metrolink Station Security Guard Services, as well as Additional Extra Work, which may be authorized, as described below.

3. Adjustments. Beginning **July 2028**, upon Contractor's request, Contractor's rates may be adjusted no more than once per year based on the percentage change in the Consumer Price Index- All urban consumers, All Items - (Series ID# CUURS49CSA0) Riverside-San Bernardino – Ontario, CA areas for the twelve (12) month period January through December immediately preceding the adjustments. All such price adjustment requests shall be submitted by April 1st. The failure to submit price adjustment requests by April 1st shall waive the Contractor's right to request an adjustment for that year. Upon proper notice, price adjustments shall go into effect on July 1st of the same year. In no event shall the adjustment exceed five percent (5%) in any single year.

Payment of Compensation. Contractor shall submit to City a monthly itemized Invoice which indicates work and site locations completed specifying Services rendered by Contractor. The Invoice shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 45 days of receiving such invoice, review the statement and pay all approved charges thereon.

c. The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars (\$50,000.00). In no event shall the total sum of the agreement (original compensation amount and Additional Work) exceed fifty thousand dollars (\$50,000.00). Any additional work in excess of this amount shall be approved by the City Council.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. [Insert Term or Time of Performance].

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). **[If the City has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

Initial Term shall be for three (3) years with an option to extend for five (5) one-year extension options, approved through an extension of Terms & Conditions Letter Agreement.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

a. PERS Eligibility Indemnification

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

11. Insurance. [City Risk Manager to Review] Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured

against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following title and insert “Reserved”, if not applicable.]

15. City Material Requirements.

Consultant is hereby made aware of the City’s requirements regarding materials, as set forth in **[Insert the name of the document that contains the City’s standard material requirements]**, which are deemed to be a part of this Agreement.

DISTRICT:
City of Upland
460 N. Euclid Avenue
Upland, CA 91786

CONSULTANT:
[***INSERT NAME, ADDRESS & CONTACT
PERSON***]

Attn: [***INSERT NAME & DEPARTMENT***]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements *****INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***]**

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF UPLAND
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF UPLAND

[INSERT NAME OF CONSULTANT]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
[INSERT TITLE]

EXHIBIT C

Schedule of Charges/Payments

Vendor will invoice City on a monthly basis. Vendor will include with each invoice a detailed progress report that indicates the days and hours of services provided per day and any holidays throughout a given month. Vendor will inform City regarding any out-of-scope work being performed by Vendor. This is a staff hours-based contract.

AUTHORIZATION DOCUMENT - 1

TO CITY OF UPLAND, as CITY:

In accordance with **CITY'S "Request for Proposals"**, the undersigned PROPOSER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated service program as set forth in the Instructions to Proposers, General Requirements, Special Conditions, Proposal Documents, Contract Documents, and Scope of Work therefore, and to perform all work in the manner and time prescribed therein.

PROPOSER declares that this proposal is based upon careful examination of the City facilities and work site, Instructions to Proposer, General Requirements, Special Conditions, Proposer Documents, Contract Documents, Scope of Work, and Plans. If this proposal is accepted for award, PROPOSER agrees to enter into a contract with **CITY** at the unit and/or lump sum prices set forth in the following Proposal Summary Sheet.

PROPOSER understands that a proposal is required for the entire work that the estimated quantities set forth in the Proposal Form are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices in the proposal include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts proposed, unit prices shall govern over extended amounts.

PROPOSER certifies that it has visited the site and familiarized itself with local conditions under which the work is to be performed. Furthermore, PROPOSER certifies that it will be responsible for incorporating into its proposal contingencies discernible by a reasonable investigation.

PROPOSER agrees and acknowledges that it is aware of the provisions of **Section 3700 of the Labor Code** which requires Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease and or to undertake self-insurance in accordance with the provisions of that Code, and that the PROPOSER will comply with such provisions of that Code before commencing the performance of this Contract if awarded to it.

PROPOSER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity have been satisfactorily filed, and that no such reports are currently outstanding.

PROPOSER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the **CITY** is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a proposal for the same work; and that this proposal is in all respects fair and without collusion or fraud.

PROPOSER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative action has been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, PROPOSER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

DATED

PROPOSER NAME

PROPOSER ADDRESS

PROPOSER CONTRACTOR'S LICENSE NO & EXPIRATION DATE

BY

TITLE

PHONE

FAX

E-MAIL

PROPOSER'S INFORMATION - 2

PROPOSER certifies that the following information is true and correct:

Proposer's Name: _____
Business Address: _____
Proposal Contact: _____
Telephone: _____
E-Mail: _____
Fax: _____
Number of Years In Business: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

The dates of any contract termination. List agency (ies) name, date(s) of termination and reason(s) for contract termination. Use extra sheet if necessary.

Signature of Proposer

Date

INSURANCE CERTIFICATES - 4

**CITY OF UPLAND
GENERAL LIABILITY ENDORSEMENT**

**CITY OF UPLAND
460 N. Euclid
Upland, CA 91786**

A. POLICY INFORMATION

1. Endorsement# _____
2. Insurance Company _____
3. Policy No. _____
4. Policy Term (From) _____ (To) _____
5. Endorsement Effective Date _____
6. Named Insured _____
7. Address of Named Insured _____
8. Limit of Liability Any One Occurrence/Aggregate
\$ _____
9. Deductible of Self-Insured Retention (Nil unless otherwise specified): \$ _____ 10.
Coverage is equivalent to: _____
11. Comprehensive General Liability Form GLOO02 (Ed. 1/73)
12. Commercial General Liability "Occurrence" form CGOOOI _____
13. Bodily Injury and Property Damage Coverage is: _____

Note: If "Claims-made" coverage is used to satisfy the insurance requirement, the coverage will be required to be maintained for six months following completion of the project. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

9. Description of Project: _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** As respects any work performed on the above-described Project, the City of Upland, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insurers with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or © premises owned, leased or used by the Named Insured.

2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured on the above-described Project for or on behalf of the City of Upland; or (b) products sold by the Named Insured to the City of Upland for use on the Project; or (c) premises leased by the Named Insured from the City of Upland, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the City of Upland, its elected or appointed officers, officials, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

(1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or

(2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or

(3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Upland, its elected or appointed officer, officials, and employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City of Upland. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____

(Title) _____ (Department) _____

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ warrant that I have authority (print/type name) to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Original Signature required on endorsement furnished to the City of Upland.

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF UPLAND
460 N. Euclid
Upland, CA 91786

- A. POLICY INFORMATION Endorsement# _____
1. Insurance Company _____; Policy No. _____
 2. Policy Term (From) _____ (To) _____
 3. Endorsement Effective Date _____
 4. Named Insured _____
 5. Address of Named Insured _____
 6. Limit of Liability Any One Occurrence/Aggregate \$ _____
 7. Deductible of Self-Insured Retention (Nil unless otherwise specified): \$ _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1 **INSURED.** The City of Upland, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insurers with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Upland, its elected or appointed officers, officials, employees, consulting engineers or volunteers.

2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City of Upland, the insurance afforded by this policy shall: (a) be primary insurance as respects the City of Upland, its elected or appointed officers, officials, employees, consulting engineers or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Upland, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage to the Named Insured at least as broad as:

(1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.

4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made, or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Upland, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City of Upland. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at: _____

ATTN:

(Title) (Department)

(Company Name)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ warrant that I have authority (print/type name) to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Original Signature required on endorsement furnished to the City of Upland.

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY ENDORSEMENT

**CITY OF UPLAND
460 N. Euclid
Upland, CA 91786**

- A. POLICY INFORMATION Endorsement# _____
- 1. Insurance Company _____; Policy No. _
- 2. Policy Term (From) _____ (To) _____
- 3. Endorsement Effective Date _____
- 4. Named Insured _____
- 5. Address of Named Insured _____
- 6. Employer's Liability Limit (Coverage B) _____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- 1. Cancellation Notice. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City of Upland. Such notice shall be addressed as shown in the heading of this endorsement.
- 2. Waiver of Subrogation. The Insurance Company agrees to waive all rights of subrogation against the City of Upland, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Upland.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ warrant that I have authority (print/type name) to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE
Original Signature required on endorsement furnished to the City of Upland.

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

NON-COLLUSION AFFIDAVIT - 5

STATE OF CALIFORNIA _____)

COUNTY OF SAN BERNARDINO _____)

_____, being first duly sworn, deposes and says
(Name of Affiant)

that he/she is _____ of _____
(Title) (Name of Proposer)

the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

The provisions of this Affidavit shall not be held as disqualifying a person, firm, or corporation who has submitted a sub-proposal to one proposer from submitting separate sub-proposals or quoting prices for material or work to other proposers.

(Signature) (Title)

(Typed Name)

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO)

On _____ 2025 before me _____ a Notary Public in and for said state, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature)
(Seal)

NOTE: THIS FORM MUST BE NOTARIZED

RETURN WITH PRICING FORM

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS - 6

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940**.

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM: _____

TITLE OF PERSON SIGNING: _____

SIGNATURE: _____

DATE: _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

ADDENDA RECEIPT ACKNOWLEDGMENT - 7

I have received the Addenda listed below:

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

_____	PROPOSER'S NAME
_____	NAME/TITLE
_____	SIGNATURE
_____	TELEPHONE NUMBER
_____	FAX NUMBER

RETURN WITH TECHNICAL PROPOSAL RESPONSE

**CERTIFICATION
LABOR CODE - SECTION 1861 - 8**

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR:

Name of Contractor:

By:

SIGNATURE

NAME

TITLE

DATE

PROPOSAL SUMMARY SHEET - 9

NAME OF PROPOSER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed services, and have read and examined the Contract Documents, including all conditions, specifications, and all Addenda, if any, for **MetroLink Station Security Guard Services, 25 – 001**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, PPE and services, and to discharge all duties and obligations necessary and required to perform and complete the Project ***based on the unit prices*** for the following:

**PROPOSED SCHEDULE OF RATES
METROLINK STATION SECURITY GUARD SERVICES**

Guard Mobility Options	Regular / Straight Hrs. Est. Annual	Regular / Straight Hr. Rate	Regular / Straight Hr. Subtotal	Holiday / OT. Hrs. Est. Annual	Holiday / OT. Hr. Rate	Holiday / OT. Hr. Subtotal	Annual Total Cost
Foot Patrol Guard Services	6,000 Hrs.	\$	\$	102	\$	\$	\$

- Includes: ALL labor & associated cost as detailed in Exhibit "A" "Scope of Services"

Contractor: (Co. Name)

License #

Signed:

Date:

Name:

Title: