

# CITY OF WESTMINSTER



## REQUEST FOR PROPOSALS

### Facilities Condition Assessment and Master Plan

PREPARED IN THE OFFICE OF  
THE PUBLIC WORKS DEPARTMENT

January 2026

**Proposal Due Deadline:  
Friday, February 13, 2026 at 4:00 P.M.**

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**NOTICE INVITING PROPOSALS**

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms to conduct a comprehensive assessment of existing City facilities and provide a detailed evaluation and a Facilities Condition Assessment and Master Plan for the City of Westminster. The data and analysis are to be used to develop a report documenting and prioritizing a comprehensive maintenance, repair, and capital improvement program budget for a minimum of 20 years.

Responses to this Request for Proposals (RFP) will be accepted by **Friday, February 13, 2026, at 4:00 p.m.** Proposals received after this date and time will not be considered. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of Westminster prior to this proposal due date and time. Interviews are tentatively scheduled for the week of March 2, 2026

The City of Westminster reserves the right to make changes to the schedule below, but plans to adhere to the implementation of this RFP process as follows:

Request for Proposals (RFP) Release	January 15, 2026
Deadline for Written Questions and Requests	January 23, 2026
Responses and Addenda Issued	January 30, 2026
Request for Proposals (RFP) Due	February 13, 2026
Interview Firms (TBD based on City review of written proposal)	Tentatively Week of March 2, 2026
Proposed Approval of Selected Proposer by City Council	Tentatively April 8, 2026

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Proposals shall be enclosed in a sealed envelope and marked clearly with the following information, formatted as follows:

<p style="text-align: center;"><b>SEALED PROPOSAL</b></p> <p style="text-align: center;"><b>FOR</b></p> <p style="text-align: center;"><b>FACILITIES CONDITION ASSESSMENT AND MASTER PLAN</b></p> <p style="text-align: center;">City of Westminster Attn: Veronica Johnson Management Analyst</p> <p style="text-align: center;">Public Works/Engineering 8200 Westminster Boulevard Westminster, CA 92638</p>
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Proposals shall be mailed, hand-delivered or sent by courier service. **Proposals shall NOT be sent electronically or via facsimile.**

All notifications, updates, and addenda will be posted on the City's RFP Bid page at

<https://www.westminster-ca.gov/departments/finance/project-proposals-and-bids>

Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

**INTRODUCTION AND OBJECTIVES**

The City of Westminster is issuing this RFP to provide Facilities Condition Assessment and Master Plan services from qualified Proposer teams to assist the City with the preparation of a Facilities Condition Assessment and Master Plan in order to guide short and long-term facilities planning and improvements.

The successful Proposer shall conduct site evaluations and document the condition of existing facilities and their assets, perform non-destructive investigations of buildings, fire/life/safety, mechanical, heating, ventilation, air conditioning, electrical, plumbing, energy, environmental, and roofing systems. In addition, the successful Proposer will interview key City staff, including

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facility maintenance personnel, and review available construction documents, and operations and maintenance records. The field data shall include GPS data, digital photos, manufacturer, model, description information, and operation/maintenance records. The assessment will identify conditions to be addressed along with estimated renovation/replacement costs to remedy conditions and/or restore facilities to current code requirements. A draft report shall be submitted to the City for review outlining the approach, methodologies, analysis and results of work performed. Following the City's review and comment, the successful proposer will issue a final report.

**EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, each Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the objectives of the City.

**PRE-CONTRACTUAL EXPENSES**

Pre-contractual expenses are defined as expenses incurred by the Proposer in: 1) preparing, reproducing its proposal in response to this RFP, and visiting the site(s) prior to submitting its proposal; 2) submitting its proposal to CITY; 3) negotiating with City on any matter related to this RFP and proposer's proposal; 4) attending the pre-proposal conference, if any; and 5) other matters prior to the date of award of a contract.

The City shall not be liable for any pre-contractual expenses incurred by proposers in the preparation of proposals. Pre-contractual expenses shall not be included in the fee proposal.

**ADDENDA/CLARIFICATIONS**

Should the Proposer find discrepancies in or omissions from the RFP, if the intent is not clear, or if the Proposer requires specific information, a request shall be submitted by Friday, January 23, 2026. The City will issue an addendum should the discrepancy warrant or if additional information is required. Any City changes to this RFP will be made by written addendum; no verbal modification by any of City's employees or agents concerning this RFP shall be binding.

**EXCEPTIONS AND DEVIATIONS**

Any exceptions to the requirements of this RFP must be included in the Proposer's proposal. Such exceptions must be included as a separate element of the proposal entitled "Exceptions and Deviations". If no Exceptions or Deviations are listed, it will be assumed that Proposer accepts all the terms and conditions of this RFP and Proposer shall be barred from taking any exceptions upon award. The City reserves the right to reject any and all Exceptions and Deviations in its sole discretion.

**PROPOSER'S REPRESENTATIVE**

The Proposer shall assign a responsible representative and an alternate, both of whom shall be

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identified in the proposal. The Proposer's representative shall remain responsible and in charge for the duration of the project. Should the Proposer's primary representative be unable to continue with the project, the Proposer's alternate representative shall become the primary representative. No personnel changes will be accepted without prior approval by the City. The City reserves the right to reject any changes in personnel at any time during the course of this project. City also reserves the right to terminate the contract if, in the opinion of City, substantial changes in management may jeopardize the requirements of activities to the satisfaction of the City.

**CITY OF WESTMINSTER REPRESENTATIVE AND TEAM**

Tuan Pham, Maintenance and Utilities Manager, shall be Project Manager and contact person for all communications with the City.

**SUBCONTRACTING**

Only those Proposers identified in the proposal as subcontractors or sub-proposers shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by the prime Proposer to the City. The City has the right to reject any requested amendments at any time during the course of this project.

**LICENSES AND PERMITS**

The successful Proposer shall be required to obtain a City of Westminster business license within ten (10) business days of selection and must provide a copy to the Project Manager prior to commencing any work in the City. Additionally, the Proposer will be responsible for obtaining any licenses/permits required by the Scope of Work.

**FEDERAL, STATE, AND LOCAL LAWS**

The Proposer shall comply with all Federal, State, and local laws, rules, regulations, ordinances, and statutes.

**MISCELLANEOUS**

This request does not constitute an offer of employment or to contract for services. No representation is made hereby that any agreement will be awarded pursuant to this RFP, or otherwise.

The City reserves the option to reject at any time any and all proposals, wholly or in part, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability, or performance of the items or services received by any reason of this request. Further, the City reserves the right to reject any and all proposals prior to award of a contract.

## **PROPOSAL EVALUATION AND SELECTION**

An Evaluation Committee will be established by the City. The Committee may be comprised of City staff or other personnel as determined by the City Engineer and will evaluate all proposals. The City reserves the right to establish criteria and weight factors. The City shall not be obligated to accept the lowest priced proposal, but the City will make an award in the best interests of the City after all factors are considered, including but not limited to the demonstrated competence, experience and professional qualifications of the Proposer.

Selection of qualified Proposers will be based on the following criteria set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance. The Evaluation Committee will evaluate the proposal based on the responses to all requirements of this RFP.

Criteria for evaluation of proposals will include the following:

1. Responsiveness and comprehensiveness of proposal (20%).
2. Experience and qualifications of the proposed personnel on similar projects (30%).
3. Availability of proposed personnel and overall firm capability to meet the needs of the City (20%).
4. Similar experience/relevance of prior assignments and ability to meet schedule requirements (30%).

During the evaluation period, the City may interview one or more of the proposing firms. The interview may consist of a short presentation by the Proposer after which the Evaluation Committee will ask questions related to the Proposer's proposal and qualifications. At the conclusion of the evaluation process, the Evaluation Committee will rank proposals and will recommend, to the Mayor and City Council, the Proposer with the highest ranking for award of a professional services agreement (Contract).

## **FEE PROPOSAL**

The fee proposal will be submitted concurrently but under separate cover. Negotiations with the top-ranked Proposer(s) may begin immediately.

## **PROJECT SCHEDULE**

The Proposer shall provide a schedule for this project. The desired completion date is eight (8) months after receiving the Notice to Proceed. It should be assumed that one month of the allowable eight-month deliverable period would be for City review of a draft Facilities Condition Assessment and Master Plan submittal.

## **CONTRACT/AGREEMENT**

The successful Proposer shall enter into an Agreement with the City that is based on the

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contents of this RFP, the Proposer's proposal, and the City's agreement. A sample of the Agreement is included as Attachment A. Where two or more Proposers desire to submit a single proposal, only one Proposer shall be listed as the prime Proposer. All others shall be listed as sub-proposers. The City shall enter into an Agreement for this project with a single Proposer and not with multiple Proposers doing business as a joint venture.

Issuance of this RFP and receipt of proposals does not commit the City to award a Contract. The City reserves the right to postpone award of a contract for its own convenience, accept or reject any or all proposals received in response to this RFP, negotiate with a Proposer other than the highest-ranked Proposer should negotiations with the highest-ranked Proposer be terminated, and cancel any or all portions of this RFP and resulting Contract.

If an agreement cannot be reached within five (5) working days, the City may begin negotiations with the next highest-ranked Proposer(s) and proceed. If necessary, this process will continue until either an agreement is reached or the City elects to re-advertise for new proposals. The City reserves the right to reject any and all proposals prior to award of a contract.

The City reserves the right to award the contract to the Proposer who presents the proposal which, in the judgment of the City, best accomplishes the desired results.

Selection of a Proposer will require final approval from the City Council and will require the entering into of an agreement (see attached sample Professional Services Agreement marked **Attachment A**). Any proposed changes to the sample Agreement must be included in the Exceptions and Deviations. Failure to list any changes will deem acceptance of the Agreement as written. The City reserves the right to reject any and all requested changes. If substantial changes are proposed to the Agreement the City may determine the proposal is non-responsive and reject the proposal.

### **INSURANCE REQUIREMENTS**

The Proposer shall procure and maintain, at its own cost, insurance coverage for the duration of this contract. Proof of adequate general liability, auto liability insurance, professional liability, and worker's compensation insurance shall be provided to the City prior to the commencement of work. The insurance policies shall meet the requirements as set forth within the sample Professional Services Agreement marked **Attachment A**, incorporated herein by this reference as if set forth in full.

### **BID PROTEST**

Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City Manager or her designated representative and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by the Proposer of its right to submit written concerns shall be a

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condition precedent to seeking judicial review of any award of a contract hereunder.

**COMPENSATION**

Monthly payments will be made to the Proposer only upon submittal of invoices to the City.

**PROPOSER MINIMUM QUALIFICATIONS AND REQUIREMENTS**

Interested and qualified Consultants that can demonstrate their ability to successfully provide the requested services outlined in the Scope of Work of this RFP are invited to submit a proposal, provided they meet the following requirements. If these requirements are not met, the proposal may not receive further consideration, as determined at the sole discretion of the City.

1. The Consultant must have a minimum of three (3) similar projects within the last five (5) years providing equivalent or similar services as those identified in the Scope of Work to a government agency.
2. The Consultant must have a Project Manager assigned to the contract with five (5) years of experience, within the last five (5) years, providing services equivalent or similar to the services identified in the Scope of Work.
3. The Consultant must have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service.
4. The Consultant shall provide a description of local, state, or regional experience.
5. The Consultant must provide a minimum of three (3) references for whom the Consultant has provided similar services as outlined in the Scope of Work within the last five (5) years.
6. The Consultant must have the administrative and fiscal capability to provide and manage the proposed services.

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**PROPOSAL RESPONSE REQUIREMENTS**

Proposers shall submit their proposals as noted in this RFP on or before the Submittal Deadline.

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any of the proposals as the Original. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

It is imperative that all proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Do NOT include marketing brochures or other promotional material not connected with this RFP.

All proposals shall be submitted on standard 8.5" by 11" paper and secured. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

**COVER LETTER**

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and a summary statement of professional qualifications, including any pertinent certifications required by the City and referenced herein.

**COMPANY DATA**

Please submit the following information for the Proposer:

1. Official name and address.
2. Name, address, and telephone number of the Proposer's primary point of contact.
3. Indicate what type of entity (corporation, company, joint venture, etc).  
Please enclose a copy of the Joint Venture Agreement if the entity is a joint venture.
4. The address, telephone numbers and fax numbers of each of your firm's locations.
5. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.

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6. Number of years Proposer has been in business under the present business name.
7. Number of years of experience the Proposer has had in providing required, equivalent, or related services.
8. Any failures or refusals to complete a contract and explanation.
9. Individuals/Firms who own an interest of 10% or greater in the proposing firm.
10. Financial interests in other lines of business.
11. Claims for Money or Damages History. Provide a list of all claims for money or damages filed against the Proposer, and any proposed Principal/Project Manager, related to the performance of a professional services agreement or participation on a project; provide the date of the claim; provide the name of the claimant; describe the nature of the claim; provide the amount asserted; provide the project name; describe the role of the Proposer and any proposed Principal/Project Manager in the project; provide the names of the parties involved; provide status of the claim; and provide a summary of the dispute resolution and/or outcome (including current status for any unresolved claims).
12. Litigation/Adverse Judgement History. Provide a list of all litigation (including all complaints or responses to complaints) filed against the Proposer, and any proposed Principal/Project Manager, related to performance of a professional services agreement or participation on a project; provide the date that the complaint was filed; provide the name of the plaintiff(s); describe the nature of the litigation and list the causes of action set forth in the complaint; provide the amount of damages and relief asserted; provide the project name; describe the role of the Proposer and any proposed Principal/Project Manager in the project; provide the names of the parties involved; provide status of the case; and provide a summary of the dispute resolution and/or outcome (including current status for any unresolved litigation) (e.g., trial/judgement, arbitration/mediation, settlement, etc.).
13. Termination of Contract "For Cause" History. Describe the conditions or circumstances surrounding any professional services agreement or other services contract (or portion thereof) entered into by the Proposer and any proposed Principal/Project Manager that was terminated for cause or which required completion by another party. Describe the reasons for termination. Describe the reasons specified by the client/owner for any such termination, whether the Proposer and proposed Principal/Project Manager disputed the client/owner's position and/or the stated justification for terminating for cause, as well as the dispute resolution and/or outcome of the dispute (including the current status for any unresolved notice of termination for cause).

### **ORGANIZATIONAL CHART**

Proposer shall include an organizational chart that reflects the titles of key staff and management contacts of each individual assigned to provide services under this Proposal. Included in the organizational chart, please list all sub-contracted work to individuals/firms. The organizational chart shall identify which category(ies) are being proposed.

It is the City's requirement that key personnel identified in the Organizational Chart to remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section

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in the event there are proposed changes in key personnel during the term of the agreement that are outside of the consulting firm's control or if the City requests such a change.

After contract execution, the Consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or sub-Consultants without prior written approval from the local agency. The Consultant must request and justify the need for the substitution, and obtain approval from the local agency prior to using a different sub-Consultant on the contract. The proposed substitute person must be as qualified as the original and at the same or lower cost. For engineering types of Consultant contracts, the Consultant's project manager must be a registered engineer in the State of California.

### **RESUMES AND QUALIFICATIONS OF PERSONNEL**

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the project. In its assessment of the proposal, City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the professional services being considered. The Proposer shall furnish resumes in outline form for the key personnel assigned and committed to this account (i.e. Principal and/or Project Manager). Proposer shall also include the number and type of additional support personnel who will be providing services.

#### **Resume Format**

- Name
- Position
  - Include the length of time with this firm in the current position and any other positions held within the firm.
- Education
  - Show degrees earned and certifications, school, and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties.
- Summary of Experience
  - In chronological order, most recent date first, summarize experience as it relates to the proposed scope of services. Include a listing of all projects with a brief description of each project. Separately, include a complete list of all previous and current clients. Additional details and information may be requested of finalists.
- Professional Memberships/Registrations
- Position
  - Include length of time with this firm in the current position and any other positions held within the firm.

### **RESUMES AND QUALIFICATIONS OF PERSONNEL**

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1. Proposer must provide three (3) references for whom Proposer has provided similar services of the nature and scope as set forth in the RFP within the last five (5) years. Include name of business or agency, name of contact person, telephone number of contact person, and description of services provided.
2. Proposer must provide all comparable contracts/projects entered into during the last five (5) years, completed or not. Please indicate:
  - Year started and completed
  - Proposer's Scope of
  - Services Client or Agency
  - Name Project Description
  - Project Manager
  - Cost of Construction, if
  - any Size of the project

The City is particularly interested in the qualifications of the proposed Principal/Project Manager committed by the firm to the proposed project. Highlight comparable projects managed by the proposed individual. Do not include projects if the staff who completed the work are no longer with the firm. Project listing should feature work for other public agencies, especially work related to the scope identified in this RFP.

**PROJECT UNDERSTANDING, OVERVIEW AND APPROACH (MAXIMUM 10 PAGES)**

- Understanding: Proposer must include in this section their understanding of the required professional services outlined in this Request for Proposal and their understanding of the creation of a Facilities Conditions Assessment and Master Plan for Municipalities.
- Project Management: The City Engineer will serve as the City's dedicated project manager who will act as the single point of contact and as the contract officer for these services. Proposals should describe the Proposer's approach to project management, which ensures coordination with the City's contract officer and a commitment to the project schedule.
  - Proposer shall list any resources, City assistance or other items expected to be provided by City in connection with the delivery of these services.
  - Proposer may additionally itemize those services which are further recommended by the Proposer but are not noted in the aforementioned Scope of Services as requirements. Proposer will title this section "ADDITIONAL SERVICES."
- Project Controls: Describe the Proposer's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.

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- Quality Control/Quality Assurance (QC/QA): Describe the firm’s QA/QC processes that will be adhered to during the term of the agreement. Describe the method of ensuring accuracy and an overall high quality of work.

**COMPENSATION/PAYMENT SCHEDULE**

Compensation will be provided in accordance with Section 2.1 of the Sample Professional Agreement (Attachment A). Compensation will be made at the fees and schedule contained in the Proposer’s Proposal/Scope of Services and subject to a Maximum Contract Amount as agreed upon by Proposer and City. The City requires all compensation proposals to be submitted as described below, based on the tasks and sub-tasks (including optional tasks) as noted in the Scope of Work.

The Proposer **MUST** list all charges they are proposing and a total not-to-exceed amount for each task and the total cost for the entire proposal. Specific cost estimates must include:

1. The total number of proposed billed hours by each individual;
2. Estimate and description of maximum reimbursable expenses by each individual;
3. The hourly rate of each individual;
4. The maximum estimated number of billed hours per individual; and
5. Projected final cost per task

**Invoicing.** Invoices are to be submitted monthly in a format approved by the City. The invoices shall reference the project title, task order number, and list charges by task, worker classification, hours, billing rate, and totals. Each invoice shall contain a progress report describing the work completed during the billing period and the following summary information:

CONTRACT					
Contract Amount	Total Prior Contract Billings	Contract Work Performed this Billing	Total Contract Amount Performed To Date	Contract Percent Complete	Total Amount Remaining for the Contract

**PROJECT SCHEDULE**

Proposer is required to submit a comprehensive project schedule describing the nature and scheduling of proposed tasks. Proposer must include in this section a detailed overall Gantt bar project schedule (critical path method) for each task and subtask illustrating critical path items, deliverables, City review times (two weeks for each deliverable), and other agency review times.

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The project schedule shall be prepared in Microsoft Project, and, at a minimum, the project schedule shall be consistent with the tasks and applicable phases that are laid out in this scope of services. Inclusions of additional critical path items are to be added, as necessary. The project schedule must be updated regularly to indicate current project status. The project schedule will include, but not limited to, the following:

1. Project milestones and delivery of intermediate project deliverables.
2. Reviews for the draft and final environmental documents and intermediate project deliverables by City and other agencies.
3. Work items of agencies and other third-parties that may affect or be affected by the Consultant's activities.

**SAMPLE PROFESSIONAL SERVICES AGREEMENT EXCEPTIONS OR CONDITIONS**

The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as Attachment A, but it may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

**PROPOSAL FORMS (APPENDIX 1)**

- Non-Collusion Affidavit:  
Proposer is required to sign and submit the *Non-Collusion Affidavit*.
- Certificate of Insurance:  
Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the *Sample Professional Services Agreement (attached as **Attachment A**)* prior to execution of the contract. Proposer is required to sign and submit the *Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services*.
- Certification of Proposal:  
Proposer is required to sign and submit the Certification of Proposal.
- Acknowledgement of Addenda or Clarifications to this RFP (if applicable):  
Proposer is required to sign and submit the "Acknowledgement of Addenda/Proposer's Certification attached to Addendums or Clarifications the City may issue during the RFP advertisement period.

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**SCOPE OF WORK**

The approach and methodology are open to the Proposer's best judgment given similar successful experiences for other agencies, but must include the following at a minimum:

- Comprehensive facilities condition assessments for the facilities listed on **Attachment B**.
- Inventory of all major building equipment and provide data in a format (xlsx or csv).
- Provide corrective recommendations.
- Provide preventative maintenance recommendations.
- Provide cost estimates for all recommended corrective work and preventative maintenance work.
- Short-Term Capital Improvement Project (CIP) Program Priority Schedule (5 Year).
- Long-Term CIP Program Priority Schedule (6-20 Years).

The summary report shall include the following components at a minimum:

- Building name, year built, gross square footage, walls, doors, windows, flooring, ceiling, stairs, elevators, foundation, structural frame.
- Roof type, condition, insulation, flashing.
- Shade canopy, restroom facilities, gross square footage, roof type.
- HVAC systems, boilers, chillers, controls, ductwork, plumbing systems, water heaters, fire suppression.
- Electrical systems, transformers, panels, generators, interior and exterior lighting, security systems, data/network infrastructure.
- Fire alarms, sprinklers, emergency exits, ADA accessibility, hazardous materials, seismic bracing.
- Audio-visual, intercom, access control, CCTV.
- Facility Condition Index (FCI) measurement to illustrate the relative condition of all facilities.

The assessment reports shall be formatted to present individual facility recommendations as well as overall CIP recommendations.

Site Inspections - Proposers are encouraged to inspect the facilities listed in **Attachment B** to ascertain the level of effort needed to meet the scope of work's requirements. Please contact Adolfo Andrade, Building Maintenance Supervisor, at (714) 548-3673 to schedule access to facilities for inspection.

**APPENDIX 1**  
**PROPOSAL FORMS**

## **NON-COLLUSION AFFIDAVIT**

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. 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 other Proposer or anyone else to put in a false or sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Westminster or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Westminster public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, at \_\_\_\_\_, California.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

**CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE  
WITH INSURANCE REQUIREMENTS FOR  
AGREEMENT FOR PROFESSIONAL SERVICES**

The Proposer agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in **Section 5, Insurance Requirements** of the attached sample Agreement for Professional Services (Attachment A) and hereby accepts all conditions and requirements as contained therein.

Proposer: \_\_\_\_\_  
Name (Please Print or Type)

By: \_\_\_\_\_  
Consultant's Signature & Title

Date: \_\_\_\_\_

**This executed form must be submitted with proposal.**

## **CERTIFICATION OF PROPOSAL TO THE CITY OF WESTMINSTER**

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) The Proposer shall represent and certify that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, material status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, the Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) The Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;
- H) The proposal response includes all of the commentary, figures and data required by the Request for Proposal, dated \_\_\_\_\_.

l) The proposal shall be valid for 180 days from the due date of this RFP.

Name of Proposer: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**SAMPLE PROFESSIONAL**  
**SERVICES AGREEMENT**

**CITY OF WESTMINSTER  
PROFESSIONAL SERVICES AGREEMENT  
WITH \_\_\_\_\_**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (“Effective Date”), by and between the CITY OF WESTMINSTER, a municipal corporation (“City”), and \_\_\_\_\_, a \_\_\_\_\_ (“Consultant”).

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to perform services on an as-needed basis, as more fully described herein.

B. Consultant represents that it has that degree of specialized training and experience contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

**1.0 SERVICES PROVIDED BY CONSULTANT**

1.1 Scope of Services. City hereby retains Consultant to provide the professional services more particularly described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

1.2 Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3 Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- a. Meet with Consultant to review the quality of the work and resolve the matters of concern;
- b. Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- c. Terminate the Agreement as hereinafter set forth.

1.4 Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal, State and local laws and ordinances applicable to the services required under this Agreement including all employment laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5 Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code. Such actions 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7 Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the services. The key personnel assigned to perform portions of the services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval. The key personnel for performance of the services under this Agreement are

\_\_\_\_\_.

1.8 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement, including without limitation, the indemnity and insurance obligations. Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subconsultant for purposes of establishing a duty of care between any subconsultant and the City.

1.9 Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0 COMPENSATION AND BILLING**

2.1 Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B" attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00).

2.2 Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services in Exhibit "A" unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should Consultant perform any additional services which have not been approved, in writing, by the City, Consultant does so at its own risk and costs.

2.3 Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4 Records and Audits. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable as relating to this Agreement and shall be maintained in accordance with generally recognized accounting principles. Consultant shall allow a representative of the City (including the California State Auditor if requested by the City pursuant to Government Code § 8546.7) during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall retain and allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1 Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed under this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C" attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2 Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

### **4.0 TERM AND TERMINATION**

4.1 Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months, ending on \_\_\_\_\_, 20\_\_\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2 Notice of Termination. The City has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

#### 4.3 Termination.

4.3.1 Termination Without Cause. In the event of termination without cause, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.3.2 Termination for Cause. In the event of termination for cause, Consultant will be liable to City for all costs to cure the deficiencies, and all loss, cost, expense, damage, and liability resulting from such breach and termination. The City is entitled to withhold any payments otherwise owed to Consultant to the extent of such costs, losses, expenses, damages, and liability.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

### 5.0 **INSURANCE**

5.1 Minimum Scope. Prior to City's execution of this Agreement and Consultant's commencement of the services, Consultant shall secure, submit proof of, and shall thereafter maintain without interruption, until completion of and acceptance by the City of the services, such workers' compensation, commercial general and automobile liability insurance as shall protect Consultant, its subconsultants and the Additional Insured's herein, from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under this Agreement, whether such operations be by or on behalf of Consultant, any subconsultant or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

5.2 Carrier Ratings. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

5.3 Minimum Limits. Consultant shall maintain minimum limits of insurance as follows:

5.3.1 Commercial General Liability. Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

5.3.2 Automobile Liability Insurance. Consultant's automobile liability policy shall cover

both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant-owned vehicles and hired vehicles.

5.3.3 Workers' Compensation. The following is required in connection with the Worker's Compensation insurance:

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall include a written waiver of the insurer's right to subrogate against the City.

5.3.4 Professional Liability. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. The retroactive date of the policy, if any, shall be prior to the start of the services. This insurance shall be maintained during the term of this Agreement and for at least three consecutive years following the completion of the services.

5.3.5. Additional Insurance. If the Consultant maintains broader coverage and/or higher coverage limits than the minimum amounts shown above, then the City requires and shall be entitled to the broader coverage for and/or the higher coverage limits maintained by the Consultant. Any available insurance proceeds exceeding the specified minimum limits of insurance and coverage shall be available to the City.

5.4 Notice of Cancellation and Renewals. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Consultant's insurance broker and set forth on its Certificate of Insurance provided to City). Consultant agrees that upon receipt of any notice of cancellation or alteration of the policies, Consultant shall, within five (5) days, procure other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Consultant shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

5.5 All Coverages. The insurance policy or policies shall also comply with the following provisions:

5.5.1 Scope of Insurances. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.

5.5.2 Waiver of Subrogation. The policy shall be endorsed to waive any right of

subrogation against the City and its subconsultants, employees, officers, agents and directors for work performed under this Agreement.

5.5.3 Claims Made Basis. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for one (1) year after completion of the services. The retroactive date of the coverage must also be listed.

5.5.4 Primary, Not Contributory. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City.

5.5.5 City Named Additional Insured. All policies, except Worker' Compensation and Professional Liability, shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of Westminster, the City of Westminster, and its officers, officials, employees and agents are added as additional insureds under this policy."

5.5.6 Combination of Insurances is Acceptable. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5.5.7 Deductibles Exceeding \$25K. Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it shall be approved in advance by City. Consultant is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving City.

5.6 Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City's request, Consultant shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City shall continue to be an additional insured for completed operations for (1) year after completion of the work.

5.7 Consultant's Failure to Provide Required Insurance. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Consultant shall immediately notify City and cease all performance under this Agreement until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys' fees and costs against Consultant by way of set-off or recoupment from sums due Consultant; (b) immediately terminate or suspend Consultant's performance of the Agreement; (c) pay Consultant's premiums for renewal of Consultant's coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectible from Consultant, by way of set-off or recoupment from any sums due Consultant. Upon demand, Consultant shall repay City for all sums that City paid to obtain, renew, reinstate, or replace the insurance, or City may offset the cost against any monies that the City may owe Consultant.

5.8 Verification of Coverage. City shall have the right to obtain complete and certified copies of Consultant's and subconsultants' insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required this Agreement, upon request (including, but not limited to, the declarations page, form list and riders).

5.9 No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant or its subconsultants to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

5.10 Subconsultants Insurance. The Consultant shall include in all subcontracts a requirement that its subconsultants obtain and maintain, at a minimum, all insurance required by this Agreement. The City reserves the right to request certificates of insurance from the Consultant for its subconsultants. The Consultant acknowledges that regardless of insurance obtained by its subconsultants, the Consultant will be responsible to the City for any and all acts of its subconsultants.

## **6.0 INDEMNIFICATION**

6.1 Indemnification and Hold Harmless. If Consultant is not a "design professional" under Civil Code 2782.8, then the requirements of this section 6.1 shall apply instead of the requirements of section 6.2, below. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.2 Indemnification and Hold Harmless for Design Professionals. If Consultant is a "design professional" under Civil Code 2782.8, then the requirements of this section 6.2 shall apply instead of the requirements of section 6.1, above. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or subconsultants, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subconsultants, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subconsultants, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials,

officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

## **7.0 GENERAL PROVISIONS**

7.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

7.2. Amendments in Writing. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

7.3. Priority of Documents. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.4 Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.5 Project Managers. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

7.6 Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_

Attn: \_\_\_\_\_

IF TO CITY:

City of Westminster  
8200 Westminster Blvd.  
Westminster, CA 92683

Tel: \_\_\_\_\_

Attn: \_\_\_\_\_

7.7 Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws.

7.9 Venue. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

7.10 Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.11 Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable

worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

7.12 Conflicts with Independent Contractor. Consultant/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

7.13 PERS Eligibility Indemnification. If Consultant or any employee, agent, or subconsultant 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 subconsultants, 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 subconsultants 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.

7.14 Cooperation. If any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

7.15 Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subconsultants in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio

tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

7.16 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.17 Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

7.18 Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall provide clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

7.19 Prohibited Employment. Consultant shall not directly solicit for employment nor hire any employee of City while this Agreement is in effect. Notwithstanding the above, this provision shall not apply to any publicly advertised position to which an employee, without enticement or promises by Consultant, applies.

7.20 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by

reference, this Agreement shall govern over the document referenced.

7.21 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.22 Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

7.23 No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.24 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

7.25 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.26 Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.27 Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.28 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent

jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.30 Signing Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
[Name and Title]

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

Date: \_\_\_\_\_

**CITY OF WESTMINSTER**

\_\_\_\_\_  
Christine Cordon, City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott Porter, City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Jodie Griner, Risk Manager

Date: \_\_\_\_\_

**DEPARTMENTAL APPROVAL:**

\_\_\_\_\_  
Jake Ngo, Public Works Director

Date: \_\_\_\_\_

# **Attachment B**

## **Facilities List**

<b>CITY-OWNED FACILITIES</b>		
WESTMINSTER CIVIC CENTER	CITY HALL ADMINISTRATION	8200 WESTMINSTER BOULEVARD
WESTMINSTER CIVIC CENTER	COMMUNITY SERVICES/SENIOR CENTER	8200 WESTMINSTER BOULEVARD
WESTMINSTER CIVIC CENTER	POLICE DEPARTMENT	8200 WESTMINSTER BOULEVARD
WESTMINSTER CIVIC CENTER	COUNCIL CHAMBERS	8200 WESTMINSTER BOULEVARD
CITY YARD	PUBLIC WORKS MAINTENANCE FACILITY	14381 OLIVE STREET
WPD TRAINING FACILITY	OFFICE/SHOOTING RANGE	7351 HAZARD AVENUE
FAMILY RESOURCES CENTER	LOCATED AT SIGLER PARK	7200 PLAZA STREET
FIRE STATION #64	ORANGE COUNTY FIRE AUTHORITY	7351 WESTMINSTER BOULEVARD
FIRE STATION #65	ORANGE COUNTY FIRE AUTHORITY	6061 HEFLEY STREET
FIRE STATION #66	ORANGE COUNTY FIRE AUTHORITY	15061 MORAN STREET
<b>LEASED CITY FACILITIES</b>		
ROSE CENTER	THEATER & BANQUET CENTER	14140 ALL AMERICAN WAY
MIRIAM WARNE COMMUNITY BUILDING		14491 BEACH BOULEVARD
BOYS AND GIRLS CLUB		14400 CHESTNUT STREET
COMMUNITY THEATER		7272 MAPLE STREET
POST OFFICE		13761 GOLDENWEST STREET
WESTMINSTER LIBRARY		8180 13th STREET
<b>WATER FACILITIES</b>		
WATER RESERVOIR	TWO 8-MILLION GALLON TANKS	14510 HOOVER STREET
WELL 107A		14582 HUNTER LN, MIDWAY CITY
WELL #75		13369 GOLDENWEST STREET
WELL SC-4		6491 KIOWA RD
WELL #4	ELDEN F. GILLESPIE PARK	9801 MCFADDEN AVE
WELL #3		16330 WOODRUFF ST
WELL R-2		6101 HEFLEY STREET
WELL R-1		8210 JASMINE DRIVE
WELL #125	BOLSA CHICA PARK	13660 UNIVERSITY STREET
<b>CITY PARKS</b>		
BOLSA CHICA PARK	COUNCIL DISTRICT 1	13660 UNIVERSITY STREET
MARGIE L. RICE PARK	COUNCIL DISTRICT 1	6060 HEFLEY STREET
GOLDENWEST PARK	COUNCIL DISTRICT 1	13200 SISKIYOU STREET
BUCKINGHAM PARK	COUNCIL DISTRICT 2	6502 HOMER STREET
SIGLER PARK	COUNCIL DISTRICT 2	7200 PLAZA STREET
COLLEGE PARK	COUNCIL DISTRICT 2	15422 VERMONT STREET
LIBERTY PARK	COUNCIL DISTRICT 3	13900 MONROE STREET

SID GOLDSTEIN FREEDOM PARK	COUNCIL DISTRICT 3	14180 ALL AMERICAN WAY
BLAKEY PARK	COUNCIL DISTRICT 3	8612 WESTMINSTER BOULEVARD
WESTMINSTER PARK	COUNCIL DISTRICT 3	14402 MAGNOLIA STREET
TONY LAM PARK	COUNCIL DISTRICT 3	8301 WEST MCFADDEN AVENUE
RUSSELL PARIS PARK	COUNCIL DISTRICT 3	8582 PALOS VERDES AVENUE
CORONET PARK	COUNCIL DISTRICT 4	15251 OAKCLIFF DRIVE
NEWCASTLE PARK	COUNCIL DISTRICT 4	14720 KENT STREET
BOWLING GREEN PARK	COUNCIL DISTRICT 4	14700 BOWLING GREEN STREET
ELDEN F. GILLESPIE PARK	COUNCIL DISTRICT 4	9801 MCFADDEN AVENUE
CLOVERDALE PARK	COUNCIL DISTRICT 4	9721 CLOVERDALE AVENUE