

REQUEST FOR PROPOSALS

**Americans with Disabilities Act
Self-Evaluation and Transition Plan**

City of Gridley, California



September 13, 2024

City of Gridley

Public Works

685 Kentucky St

Gridley, CA

REQUEST FOR PROPOSALS

Americans with Disabilities Act Self-Evaluation and Transition Plan

1 INTRODUCTION

The City of Gridley is soliciting proposals from qualified professional firms to compile and implement a comprehensive Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan (ADA Transition Plan) for City programs, facilities, parks, parking lots, streets, intersections and sidewalks. This Request for Proposals (RFP) seeks to secure the most qualified consultant to perform field investigations within the City right-of-way and of City facilities, evaluate City policies and programs, and prepare an ADA Transition Plan in order to identify obstacles limiting accessibility, describe methods to improve accessibility, and specify a schedule for achieving ADA compliance.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in Section III of this RFP. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants, and financial resources to carry out the work without delay or shortcomings. It is recommended that inspections will be completed or reviewed by a qualified Certified Access Specialist (CASP).

2 DESCRIPTION OF PROJECT

The Americans with Disabilities Act (ADA) comprises five titles prohibiting discrimination against disabled persons within the United States. A fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. Title II of the ADA requires state and local governments to make their programs, services and activities accessible to and usable by persons with disabilities. It also establishes physical access requirements for public facilities (buildings and sidewalks, etc.). Under Title II of the ADA and its attendant regulations, the City of Gridley is required to have an ADA Transition Plan which will identify existing obstacles limiting accessibility, describe steps that are to be taken to ensure that public facilities are made accessible to all individuals, specify a schedule for achieving compliance, and indicate the official responsible for implementation of the plan.

3 SCOPE OF SERVICES

The City has prepared an outline of services included in this RFP, which includes a site and program accessibility Self-Evaluation to provide the basis for identification, prioritizing, budgeting, and implementation of plans which assist the City in its efforts to comply with accessibility requirements as required by the ADA and California Access Codes. The proposer will then use this evaluation to develop a written Transition Plan which provides a methodical, budget sensitive timeline for correction of deficiencies. Findings will be compared with the ADA Accessibility Guidelines (ADAAG) and California Access Codes to determine compliance with State and Federal accessibility standards.

4 PROPOSALS

Proposers who wish to be considered for this project shall have relevant experience with all state and federal accessibility regulations, public agency provided services, programs and activities requirements, and shall have experience in preparing accessibility survey and evaluation reports for a Title II entity. Inspections are to be completed or reviewed by a qualified Certified Access Specialist (CASP).

Proposers must submit either three (3) bound copies and an electronic copy on a flash drive of their proposal to the City for review or just an electronic copy via email. 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings. Electronic documents should be submitted in PDF format. The proposal shall be limited to twenty (20) pages. Resumes for proposed personnel will not be counted towards the page limit. Proposals should be as concise as possible and specific to this project.

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

At a minimum, each proposal must include the following information in sections as outlined below.

4.1 Cover Letter

The proposal shall be submitted with a cover letter. The letter accompanying the proposal must provide the name, title, address, telephone number, and signature of the individual(s) authorized to negotiate and bind the firm contractually. An unsigned proposal or one signed by an individual unauthorized to bind the firm may be rejected. The cover letter shall provide a summary of the firm's capabilities and availability of construction management staff, information and qualifications of the proposed lead who will be representing the firm.

4.2 Project Approach and Proposed Scope of Services

Provide a detailed description of the firm's proposed approach to implementing the Scope of Services described in Section III. The approach shall at a minimum include the following:

- Anticipated challenges typical with emergency response facilities, and how the firm will approach these challenges.
- Implementation plan for the tasks described in the scope of services (Appendix A) for the requested locations (Appendix B) and any recommended revisions or additions to the list of tasks.
- Any innovative approaches to implementing these services; and
- Proposed Scope of Services.

4.3 Experience and Qualifications

- Provide a brief history of the firm, including name of the firm, general services, experience, the year the firm was established under the current name, the principal place of business, and the location of local office(s). Indicate any other previous names for the firm during the last five (5) years and the year any name change was effective.
- Provide a list of at least three (3) prior projects within the last five (5) years in which the firm provided relevant services similar to this assignment. The list shall include the following for each assignment:
 - o Name of client
 - o Location (city and state)
 - o Name and brief description of project
 - o Start and completion date
 - o Contract value
 - o Respondent's scope and role in the project
 - o Client reference for services provided including name, position, phone, and email.
- Identify the personnel that will be assigned to the key positions (refer to Section IV.F - Resumes and Qualifications of Proposed Personnel), including subconsultants/subcontractors. Provide a brief biography and highlight special qualifications, including:
 - o Total years of experience, including number of years with the current firm.
 - o Up to three (3) recent relevant projects; include a brief description of the project (scope, size, cost, etc.), the individual's specific role on the assignment, the year the individual's work on the assignment was completed, and the individual's employer while working on the assignment.
 - o Three (3) references for each key individual proposed for the project in which firm provided relevant services similar to this assignment.

4.4 Team Organizational Structure

Describe the firm's team organization, including identification of any partners or subconsultants/ subcontractors. Indicate the role and responsibilities of all subconsultants/subcontractors.

4.5 Estimated Labor Hours

Provide a table with the estimated labor hours by personnel proposed for the project for each task identified in the Scope of Services. The table shall include subtotals by both column and row along with a total estimated hours to perform the Scope of Services. All pertinent and relevant assumptions that may affect the proposed hours shall be clearly listed in this section of the proposal.

4.6 Resumes and Qualifications of Proposed Personnel

This section should include resumes for all personnel proposed for the Project. Resumes will not be counted toward the page limit established in this section.

4.7 Conflict of Interest:

Provide names of individuals associated with the firm that have a potential conflict of interest. The City may not contract with a proposer's firm if its employee, officer, or director (or any immediate family member of the preceding) has served as an elected official, employee, board, or commission member of the City who influences the making of the contract. Furthermore, the City may not contract with any proposer whose income, investment, or real property interest may be affected by the contract. Proposals are subject to disqualification on the basis of such a conflict of interest as determined by the City.

4.8 Terms and Conditions

The proposal shall stipulate that it is predicated upon all the terms and conditions of the RFP. In addition, it shall contain a statement to the effect that it is valid for a period of one hundred twenty (120) days from the date of receipt thereof by the City. It shall be signed by an official authorized to bind the organization.

5 Proposed Budget and Fee Schedule

In a separate, sealed envelope or email include a proposed budget and fee schedule based upon the labor hours included as Section 4.5 of the proposal. The proposed budget and fee schedule shall be placed in a separate envelope with the submitter's return address clearly marked on the outside as follows:

If submitting a hard copy:

'PROPOSAL FOR AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN'

Attention: Dave Harden, Public Works Department, City of Gridley

[PROPOSER'S COMPANY NAME] [PROPOSER'S COMPANY RETURN ADDRESS]

[PERSON TO WHOM RETURN MAIL SHOULD BE ADDRESSED]

If submitting via email the subject line should read:

'Proposal for ADA Self Evaluation and Transition Plan – Budget and Fee'

CC: Dave Harden, PE (dharden@ben-en.com) , Ali Holladay (aholladay@ben-en.com)

The method of payment to the successful proposer shall be on a time and expense reimbursement basis with a maximum "not to exceed" fee as set by the proposer in its proposal as being the maximum cost to perform all work. This figure shall include direct costs and overhead such as, but not limited to, transportation, communications, subsistence, and materials and any subcontracted items of work. Progress payments will be based on actual hours, hourly costs and support service costs charged to the project on a monthly basis.

No payments will be made for work performed prior to execution of the agreement.

6 Submission of the Proposal

Proposers shall submit their proposals in a sealed envelope or email containing the proposal to the following address:

If submitting a hard copy:

City Hall
685 Kentucky St
Gridley, CA 95948

Proposal for Americans with Disabilities Act Self-Evaluation and Transition Plan
Attn: Dave Harden, PE

If submitting via email the subject line should read:

'Proposal for ADA Self Evaluation and Transition Plan – Proposal

CC: Dave Harden, PE (dharden@ben-en.com) , Ali Holladay (aholladay@ben-en.com)

PROPOSALS MUST BE RECEIVED BY 3:00 P.M. on October 25, 2024 at the aforementioned location or via email. Proposals received after this time or at any other location will not be accepted.

7 Selection Process

After the review of proposals, the City may invite some or all proposers to present their qualifications and proposed approach or may decide to select one proposer without conducting interviews and enter into contract negotiations directly. Proposer interviews, if necessary, are anticipated to be conducted according to the schedule provided in Section 8. Details of the interview process will be provided along with the invitation to present.

The final selection will be based upon the following criteria:

- The proposer’s demonstrated understanding of the proposed scope, and its approach to successfully complete the project. (20%)
- The proposer’s specific experience with ADA Self-Evaluations and Transition Plans. (40%)
- The quality and experience of the Project Manager and any key staff involved on the project. (20%)
- The proposed budget and fee schedule (15%)
- The proposer’s ability to meet the City’s standard contract requirements. (5%)

The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability, or national origin in the contract award. The City reserves the right to cancel the RFP or to reject any and all responses and/or submittals, or parts thereof, and to waive any technicalities or minor informalities if it determines, in its sole discretion, that such cancellation or rejection is in the best interest of the City.

8 Selection Timeline

The City has designated the following activities and dates as key to the project schedule. Proposers are encouraged to assist the City in adhering to this timeline. The City reserves the right to change the schedule at its own discretion.

Anticipated Schedule for Selection		
Issuance of Request for Proposals		September 13, 2024
Deadline to submit Proposals	3:00 P.M.	October 24, 2024
Interviews (if deemed required)		November 11-15, 2024
Contract Award (Anticipated)		December 2, 2024

9 Agreement

The selected firm will be required to execute an Agreement for Professional Services (Agreement) for the project on the City's form is made part of this Request for Proposal as Appendix C. All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in this Agreement. Any requested changes to the City's Agreement must be submitted with the proposal and will be evaluated as part of the proposal. Changes to the Agreement may render the proposal non-responsive.

10 Documents and Questions

The RFP is available electronically as a free download from CIPList.com or the City website. Proposers are solely responsible for determining if any addenda have been issued. Any questions regarding the RFP should be submitted before 5 PM on Oct 24, 2024 and directed to:

Ali Holladay Public Works Department

916-216-4918

aholladay@ben-en.com

[Cc: Dave Harden \(dharden@ben-en.com\)](mailto:dharden@ben-en.com)

11 Attachments

Appendix A: Scope of Services

Appendix B: List of City Facilities

Appendix C: Sample Service Provider Agreement

Appendix A: Scope of Services

Consultant shall provide all services required to complete the City's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan (ADA Transition Plan). The following is a proposed scope of services for the development of the City's ADA Transition Plan. The City desires to develop an ADA Transition Plan that meets the requirements of applicable laws and regulations but allows for maximum flexibility in the schedule and cost of implementation of both consultant services and associated ADA improvements. Accordingly, the following is intended only as a guide for submission of the Scope of Services to be included in the proposal.

At a minimum, all proposers shall submit a proposal responding to the entire Scope of Services, including optional tasks. However, proposers may recommend changes and include alternatives to the Scope of Services if (1) additional tasks are required by laws or regulations, (2) tasks below are not specifically required by laws or regulations, or (3) tasks below can be modified to meet the City's above- stated objectives.

1. PRIMARY SCOPE OF SERVICES

- A. The Consultant will develop the procedures and forms needed to conduct a Self-Evaluation on behalf of the City.
- B. The Consultant will conduct investigations of public facilities including an evaluation of the City's sidewalks, street intersections (curb ramps & crosswalks), pedestrian signals, parking lots and parks.
- C. The Consultant will determine the level of ADA compliance required for each City building subject to the requirements of ADA and will conduct the necessary investigations of the areas of each building open to public access. Field investigations shall identify physical barriers within the public areas of City buildings and the public right of way that limit accessibility and compare facilities for compliance with the California Building Standards Code and the Federal ADA accessibility Guidelines (ADAAG). A list of City facilities is included as Appendix B.
- D. The Consultant shall review and evaluate current City policies, programs (including but not limited to recreation programs), and practices in order to identify issues which may be discriminatory to people with disabilities. The review will include City policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, grievance procedures and emergency procedures.
- E. The Consultant shall develop the comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy review and City staff guidance. The ADA Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, which may include the following:
 - Methodology for the self-evaluation of existing barriers to accessibility.
 - Summary of the findings of the self-evaluation of facilities, policies, programs, and practices.
 - Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation
 - Cost estimates of remediation measures.
 - Implementation schedule that includes milestones or measures of achievement for monitoring implementation;
 - Procedure for periodically reviewing and updating the Transition Plan.
 - procedures for addressing grievances; and
 - Assignment of responsibilities for repair/replacement.
- F. The Consultant shall plan to attend at least three meetings with City staff. At a minimum, a kick-off meeting, interim progress meeting, and a final completion meeting shall be held, in addition to any required site visits and City staff meetings needed for Self-Evaluation investigations and document research. The Consultant shall also plan to attend and present the ADA Transition Plan to the City Council at separate public meetings.

- G. City Staff Training: The process is expected to be an educational experience for the City staff. During the course of Plan development, the Consultant shall assist the City in designating an ADA Coordinator and ADA liaisons from relevant departments to serve as an ongoing work group. The Consultant shall train designated City staff in the following areas:
- Applicable government code, statutes and regulations;
 - Performing field investigations and inspections;
 - Preparation of ADA Compliance Assessment Reports;
 - Monitoring and updating the ADA Self-Evaluation and Transition Plan;
 - Using and maintaining the database and/or project map (see Section II); and
 - Internal procedures for granting exemptions for City projects.
- H. The City seeks to have a final ADA Transition Plan completed twelve (12) months from issuance of Notice to Proceed. If the Consultant deems this unreasonable based on prior experience, a suitable completion date shall be clearly identified, and an explanation given as to why the preferred completion date would be unrealistic.

2. OPTIONAL TASKS

- I. City-Wide Georeferenced Reference Map: The Consultant will develop a City-wide reference map for curb ramps using Civil3D or GIS. The georeferenced map will contain information regarding whether a curb ramp exists and is needed along with the ramp condition, type, slope, landing area, warning surface and other compliance information. The GIS information shall be based on and be suitable for inclusion into the City's existing CAD files.
- J. Project Database: The Consultant shall develop a database for the ADA Transition Plan using City approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by City staff. The database shall correlate all components of the transition plan including but not limited to compliance and facility reports, facility diagrams, Transition Plan, reference drawings, standard drawings, and photographs. The database shall be the property of the City when the ADA Transition Plan compilation is complete.

APPENDIX B: LIST OF CITY FACILTIES

Building Name	Address	Year Built	Sq Feet
City Hall	685 Kentucky Street	1913	9,450
Police Station	685 Kentucky Street	1998	7,980
Animal Shelter	895 Sycamore Street	1987	1,680
Manuel Vierra Park	196 Washington Street	1967	580,000
Manuel Vierra Park - Dugout #1	196 Washington Street	1967	120
Manuel Vierra Park - Public Works Garage	196 Washington Street	1983	1,720
Manuel Vierra Park - Score Keeper Box and Restroom	196 Washington Street	1970	720
Manuel Vierra Park - Park Restroom	196 Washington Street	1983	400
Manuel Vierra Park - Concession Stand	196 Washington Street	1961	600
Manuel Vierra Park - Recreation Building	196 Washington Street	1921	2,320
Manuel Vierra Park - Dugout #2	196 Washington Street	1967	120
Manuel Vierra Park - Storage Shed	196 Washington Street	1870	600
Manuel Vierra Park - Lions Club/Office Building	196 Washington Street	1950	1,680
Electrical Substation - Control Buidling (New)	444 Fairview Drive	1984	270
Electrical Substation - Control Buidling (Old)	444 Fairview Drive	1974	330
Electrical Substation - Public Works Building	444 Fairview Drive	1982	4,800
Electrical Substation - Equipment Storage	444 Fairview Drive	1974	3,000
Storage Shed	Kentucky Street	1960	500
WWTP - Control Building	EAST GRIDLEY ROAD	1979	1,114
WWTP - Corp Yard	EAST GRIDLEY ROAD	1978	492
Lift Station - Pheasant Run	Pheasant Run Road	1979	64
Lift Station - Butte County Housing Authority	Butte County Housing	1979	56
Lift Station - Randolph Avenue	Randolph Avenue	1980	56
WWTP -Administration Building	1098 EAST GRIDLEY ROAD	1979	1,470
WWTP -Headworks Building	1098 EAST GRIDLEY ROAD	1979	500
WWTP - Aeration Basin	1098 EAST GRIDLEY ROAD	1979	44,100
WWTP- Polishing Pond	1098 EAST GRIDLEY ROAD	1979	84,800
Shooting Range Building	1098 EAST GRIDLEY ROAD	1980	1,280
Storage Shed	1098 EAST GRIDLEY ROAD	2018	240
WWTP - Open Shade Shelter	1098 EAST GRIDLEY ROAD	2013	240
Lift Station - Little Avenue	Little Avenue	1979	36
Lift Station - Fairview Drive	Fairview Drive	1979	56
Lift Station - Laurel Street	853 Laurel Street	1979	240
Corporation Yard - Warehouse	853 Laurel Street	1936	4,800
Corporation Yard - Storage Shed (South)	853 Laurel Street	1941	6,200
Corporation Yard - Storage Shed (West)	853 Laurel Street	1941	1,600
Corporation Yard - Storage Shed (East)	853 Laurel Street	1941	1,800
Corporation Yard - Shop	853 LAUREL STREET	2009	4,500
Pump Station - Wilson Street	MAGNOLIA STREET	1984	330
Pump Station - Wilson Street (Water Tank)	MAGNOLIA STREET	1984	50
Pump Station - Fairveiw Drive	Fairview Drive	1973	300
Well House - Spruce Street	980 Spruce Street	1982	400
Well House - Parkside	Parkside	1983	400
Generator Building - HWY 99	Highway 99	1980	330
Lift Station - HWY 99	Highway 99	1980	35
Lift Station - Pond 1&2 Lift Station	Pond 1 & 2 Lift Station	1985	64
Lift Station - Little Ave	Little Avenue	2001	56
Police/Fire Station	685 Kentucky Street	1998	8,524
Pump Station - Heron Landing	Heron Landing	1980	75
Lift Station - Heron Landing	Heron Landing	1980	56
Pump Station - Liberty Well	Industrial Drive	1980	330
Pump Station - Little Avenue	448 LITTLE AVE	1980	300
Nick Daddow Plaza	Hazel & Sycamore Street	1995	106,200

Building Name	Address	Year Built	Sq Feet
Nick Daddow Plaza - Gazebo	Hazel & Sycamore Street	1995	600
Gridley Boat Ramp and Park - Entrance	1098 E. GRIDLEY ROAD	2013	174
Boat Ramp Park	1098 E Gridley Rd	2,013	62,000
Rotary Museum	601 Kentucky Street	1913	4,960
Lift Station - Eagle Meadows	EAGLE MEADOWS	2008	20
Pump Station - Eagle Meadows	EAGLE MEADOWS	2009	300
Gridley Boat Ramp and Park - Restroom	1098 EAST GRIDLEY ROAD	2012	200
Gridley Boat Ramp and Park - Boat Ramp	1098 EAST GRIDLEY ROAD	2013	360
Gridley Boat Ramp and Park - Park Shelter	1098 EAST GRIDLEY ROAD	2013	36
Lift Station - Boat Ramp and Park	1098 EAST GRIDLEY RD	2013	36
Railroad Park	RAILROAD PARK	UNK	46,200
Railroad Park - Restroom	RAILROAD PARK	2012	200
Railroad Park - Storage Shed	RAILROAD PARK	2012	0
Rotary Park	Washington and Sycamore	UNK	45,550
Skateboard Park	Washington and Spruce Street	UNK	13,700
Quota Park	Washington and Hazel	UNK	23,200
Lift Station - Industrial Complex	Frank Hall Drive	2,019	3,000
Sports Complex Ph 1 Site	k Hall Drive and Independence	2,016	863,000

APPENDIX C: SAMPLE AGREEMENT

**CITY OF GRIDLEY PROFESSIONAL SERVICES AGREEMENT
FOR
CITY ENGINEERING SERVICES**

This Agreement is entered into this _____ day of **MONTH**, 2023, by and between the City of Gridley, a California municipal corporation ("City"), and **Consultant**, a California "S" corporation ("Consultant").

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of professional city engineering consultant services required by the City on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the City, the scope of work of which is attached hereto and incorporated herein as Exhibit "A," and is duly licensed, qualified and experienced to perform those services.

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. City desires to engage Consultant to render such services as set forth in this Agreement.

AGREEMENT

1. SCOPE AND TERM OF SERVICES.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional city engineering consultant services ("Services"). The Services are more particularly described in Exhibit "A."

1.2 Term of Services. This Agreement shall be effective as of **MONTH** ____, 2023 and shall end on **MONTH** ____, 2023, unless terminated pursuant to Section 9 of this Agreement or unless extended by written amendment.

2. FEES AND PAYMENTS.

2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B."

2.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement 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 statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3. CHANGES.

3.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

4. RESPONSIBILITIES OF CONSULTANT.

4.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

4.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

4.3 Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant or replaced with the written approval of the City which shall not be unreasonably withheld.

4.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

4.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

4.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

5. INSURANCE.

5.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

5.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

5.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

5.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol I) with minimum limits of \$1,000,000 each accident.

5.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

5.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

5.3 Endorsements.

5.3.1 The policy or policies of insurance required by Sections 5.2.1 Commercial General Liability and 5.2.2 Automobile Liability shall be endorsed to provide the following:

5.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

5.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

5.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

5.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

5.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

5.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

5.3.2 The policy or policies of insurance required by Section 5.2.3 Workers' Compensation shall be endorsed, as follows:

5.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

5.3.3 The policy or policies of insurance required by Section 5.2.4 Professional Liability shall be endorsed, as follows:

5.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

5.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

5.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

5.7 Acceptability of Insurers. 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 authorized to do business 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.

5.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

6. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

6.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City's sole risk.

6.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

7. ACCOUNTING RECORDS.

7.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the City and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

8. SUBCONTRACTING.

8.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

9. TERMINATION OF AGREEMENT.

9.1 Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

9.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

9.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

10. GENERAL PROVISIONS.

10.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

City of Gridley
685 Kentucky Street
Gridley, CA 95948
Attn: Cliff Wagner, City Administrator

Consultant:

Consultant
Address:
Attn:

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.2 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss,

damage or injury, in law or equity, to property or persons, including wrongful death, in any manner to the extent caused by the sole negligence, recklessness or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected officials, officers, employees, agents or volunteers.

10.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Project or the Services, including without limitation City business license requirements and all Cal/OSHA requirements, and shall give all notices required by law.

10.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

10.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

10.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

10.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 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 that Code, and agrees to comply with such provisions before commencing the performance of the Services.

10.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

10.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

10.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

10.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

10.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

10.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Butte County.

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

10.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

10.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

10.18 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

10.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

10.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF GRIDLEY

CONSULTANT

By: _____
Cliff Wagner
City Administrator

By: _____
NAME
TITLE

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney