



CITY OF GRIDLEY

A Distinguished California Community

REQUEST FOR PROPOSALS LOCAL ROADWAY SAFETY PLAN

Date Released:

Tuesday, November 3, 2022



City of Gridley

685 Kentucky Street

Gridley, CA 95948

Proposals are due prior to 4:00 P.M., December 1, 2022

TABLE OF CONTENTS

Request for Proposals: Local Roadway Safety Plan

Contents

| | |
|--|-----------|
| INTRODUCTION..... | 3 |
| PROJECT DESCRIPTION AND BACKGROUND..... | 5 |
| SCOPE OF SERVICES | 6 |
| A. General: | 6 |
| B. Services to be provided: | 6 |
| C. Contract Term: | 7 |
| D. Method of Payment: | 7 |
| E. Equipment Requirements: | 7 |
| F. Conflict of Interest: | 7 |
| PROPOSAL REQUIREMENTS | 9 |
| A. Organization and Approach..... | 10 |
| B. Scope of Work | 10 |
| C. Schedule of Work | 10 |
| D. Conflict of Interest Statement..... | 10 |
| E. Contract Agreement | 10 |
| F. Cost Proposal..... | 10 |
| PROPOSAL EVALUATION | 12 |
| A. Evaluation Process..... | 12 |
| B. Evaluation Criteria..... | 12 |
| RFP & LRSP SCHEDULE | 16 |

Attachment 1 – Sample Agreement

INTRODUCTION

The City of Gridley (City) is requesting proposals (RFP) for professional consulting services to develop the Local Roadway Safety Plan (LRSP).

The LRSP provides a framework for the City to identify, analyze, and prioritize roadway safety improvements on local and rural roads. The process creates a plan to identify and analyze safety problems and recommend safety improvements. Preparing a LRSP results in a prioritized list of improvements and actions that can demonstrate a defined need and contribute to a statewide plan. The LRSP offers a proactive approach to addressing safety needs and demonstrated agency responsiveness to safety challenges. Starting on Highway Safety Improvement Program (HSIP) Cycle 11 (around April 2022) and on, a LRSP will be required for an agency to be eligible to apply.

This RFP seeks to secure a qualified consultant to prepare a LRSP that aligns with the California State Highway Safety Plan and the Federal Highway Safety Plan and it will serve as an important tool for saving lives and reducing injuries on local roadways within the City. The LRSP shall evaluate the entire system to determine what improvements can be made to increase pedestrian and vehicle safety. The consultant selected will analyze the most recent 10-year collision history to identify areas of concern and propose countermeasures to prevent future collisions and injuries. This may include analyzing existing intersections, sight visibility issues, adequate lighting, horizontal and vertical roadway alignment, and recommended traffic calming devices to enhance the safety along arterials and local roadways. The LRSP should be designed as a living document that will be updated to reflect changing needs and priorities.

Total amount payable to the Consultant shall not exceed \$36,000.00.

Addenda to this RFP, if issued, will be uploaded to CIP List.com and will be posted on the City's website at:

<http://gridley.ca.us>

It shall be the Consultant's responsibility to periodically check the City website to obtain any addenda that may be issued.

The Consultant's attention is directed to section "Proposal Requirements". In addition, a maximum of **20 sheets** of paper printed double-sided, including cover letter and resumes. The cover page, table of contents, tab dividers, cost proposal, schedule, Caltrans Local Assistance Exhibits and agreement comments shall not count in the number of sheets stated above.

Submit one (1) electronic copy in PDF format on a thumb drive or via separate emails of the Consultant's proposal and submit your cost proposal using the Exhibit 10 H in a separate email subject lines indicating "City of Gridley – Local Roadway Safety Plan Consultant Proposal" and "City of Gridley – Local Roadway Safety Plan Cost Proposal." The Proposal and Cost Proposal shall be submitted to the City prior to **4:00 P.M. on Thursday, December 1, 2022**. Emails and or correspondence shall have a subject line which reads: "**City of Gridley – Local Roadway Safety Plan**" and address as noted in the attached Introductory Letter. Ensure you cc all parties via email indicated in the letter.

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

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 4 p.m. December 1, 2022. Please note the instructions in the attached proposal requirements.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City of Gridley

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract under the sole ownership of the City of Gridley.

No oral question or inquiry about this RFP shall be accepted. Any questions related to this RFP shall be submitted in writing to the attention of Dave Harden, City Engineer, via email at dharden@ben-en.com. Questions shall be submitted before 5:00 PM on Tuesday November 18, 2022.

PROJECT DESCRIPTION AND BACKGROUND

This RFP relates to professional consulting services relating to the Local Roadway Safety Plan.

The LRSP provides a framework for the City to identify, analyze, and prioritize roadway safety improvements on local and rural roads. The process creates a plan to identify and analyze safety problems and recommend safety improvements. Preparing a LRSP results in a prioritized list of improvements and actions that can demonstrate a defined need and contribute to a statewide plan. The LRSP offers a proactive approach to addressing safety needs and demonstrated agency responsiveness to safety challenges. Starting on Highway Safety Improvement Program (HSIP) Cycle 11 (around April 2022) and on, a LRSP will be required for an agency to be eligible to apply.

This RFP seeks to secure a qualified consultant to prepare a LRSP that aligns with the California State Highway Safety Plan and the Federal Highway Safety Plan and it will serve as an important tool for saving lives and reducing injuries on local roadways within the City. The LRSP shall evaluate the entire system to determine what improvements can be made to increase pedestrian and vehicle safety. The consultant selected will analyze the most recent 10-year collision history to identify areas of concern and propose countermeasures to prevent future collisions and injuries. This may include analyzing existing intersections, sight visibility issues, adequate lighting, horizontal and vertical roadway alignment, and recommended traffic calming devices to enhance the safety along major arterials and local roadways. The LRSP should be designed as a living document that will be updated to reflect changing needs and priorities.

SCOPE OF SERVICES

A. General:

The City is interested in contracting with an experienced Consultant that will conduct and coordinate specified tasks related to preparing and submitting a Local Roadway Safety Plan. The work shall comply with the requirements of all the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. **Federal laws**
2. **State laws**
3. **Local laws**
4. **Rules and regulations of governing utility districts**
5. **Rules and regulations of other authorities with jurisdiction over the procurement of products**

The Consultant shall comply with all insurance requirements of the City, included in the Professional Services Agreement in Attachment 1.

B. Services to be provided:

The Consultant selected shall provide all services to prepare and submit a Local Roadway Safety Plan. The Plan shall adhere to the guidelines set forth by Caltrans in the Local Roadway Safety Plan (LRSP) and Systemic Safety Analysis Report Program (SSARP).

Specifically, the Consultant selected will be required to complete the following tasks:

1. Task 1 - Project Management, Coordination & Documentation

The Consultant shall manage a kick-off meeting, deliverables including an agenda and meeting minutes. The Consultant shall establish a Stakeholders Group of interested stakeholders to provide input into the development of the LRSP. Composition may include Public Works Director, City Engineer, as well as other interested stakeholders from education, law enforcement, and emergency response.

2. Task 2 - Review Documents and Collect Collision History Data

The Consultant shall review pertinent documents applicable to the LRSP, collect the last available 10-year collision history, review stakeholder input, and conduct field reviews. The City does not maintain a collision database, staff will coordinate with the Consultant to gather data.

3. Task 3 – Collision Data Analysis, Identify Countermeasures, and Propose Safety Projects

The Consultant shall analyze the collision data to identify predominant collision types and consider roadway characteristic to identify existing features that may have contributed to the collisions. The Consultant shall develop a recommended list of safety projects using the list of countermeasures developed. A cost/benefit ratio analysis shall be performed for these projects by using the most current Highway Safety Improvement Program (HSIP) calculation methodology.

4. Task 4 - Draft LRSP

The Consultant shall incorporate all data collected, along with input from stakeholders. Consultant will identify, recommend, and prioritize countermeasures. The Plans should include an 8 ½" x 11" conceptual exhibit, cost estimate and HSIP analyzer calculation for the top 3 safety projects. Provide a detailed summary of prioritized safety projects. The summary will include, but is not limited to, for each project: description of projects, location(s), vicinity map, type of safety improvement(s), estimated cost, and cost/benefit ratio. The projects may be either spot, systemic or comprehensive. The Local Roadway Safety Plan shall include the following sections:

- a. Executive Summary
- b. Engineer's Seal
- c. Introduction
- d. Statement of Protection of Data from Discovery and Admissions
- e. Safety Data Utilized (Collisions, Volumes, Roadway)
- f. Data Analysis Techniques and Results
- g. Highest Occurring Collision Types
- h. High-Risk Corridors and Intersections (Collision History and Roadway Characteristics)
- i. Countermeasures Identified to Address the Safety Issues
- j. Viable Project Scopes and Prioritized List of Safety Projects
- k. Attachments and Supporting Documentation

5. Task 5 - Final LRSP

The Consultant shall incorporate all comments from the agencies and stakeholders and prepare a final plan. The Consultant shall provide three (3) hard copies and an electronic, editable copy (on a flash drive) of the Final LRSP.

C. Contract Term:

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be approved prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.

D. Method of Payment:

Actual Cost-plus Fixed Fee. The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. In order to assure that the City can acquire professional services based on the criteria set forth in Government Code 4526, the proposal shall include an estimated price for each service of the proposal.

E. Equipment Requirements:

The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

F. Conflict of Interest:

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Engineering Services and/or Preliminary Engineering Services under a contractual relationship with another Engineering Consultant on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest. The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If Consultant and or subconsultant discovers a conflict during the execution of any assigned task order, the Consultant must immediately notify the City regarding the conflicts of interest. The City may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the City may be grounds for termination of the contract.

PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter:

The introductory or email transmittal letter shall be addressed to all parties listed below. Please cc all parties listed:

Cliff Wagner
City Administrator
City of Gridley
685 Kentucky Street
Gridley, CA 95948
cwagner@gridley.ca.us

CC.: Dave Harden, PE dharden@ben-en.com

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

Provide an Executive Summary of the proposal.

3. Consultant Information, Qualifications & Experience

The City will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

- a) Contracting agency
- b) Contracting agency Project Manager
- c) Contracting agency contact information
- d) Contract amount
- e) Funding source
- f) Date of contract
- g) Date of completion
- h) Consultant Project Manager and contact information
- i) Project Objective
- j) Project Description

- k) Project Outcome

A. Organization and Approach

- a) Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
- b) Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
- c) Describe the consultants past performance on meeting schedules and budgets and current approach for doing same on this project.
- d) Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project’s Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

B. Scope of Work

- a) Include a detailed Scope of Work Statement describing all services to be provided.
- b) Describe project deliverables for each phase of your work.
- c) Describe your cost & schedule control and budgeting methodology for this project.

C. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant’s services including time for reviews and approvals. The schedule shall meet the Project Schedule outlined in this proposal; however, expedited schedules are preferred with justification for timeline acceleration.

D. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company or other engineering consultant that might submit a bid on the construction project.

E. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed Professional Services Agreement in Attachment 1.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due. A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

F. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the City is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost

proposal shall be submitted in a *separate sealed* envelope or separate email from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultant has been selected.

Upon completion of the evaluation and selection process, only the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

PROPOSAL EVALUATION

A. Evaluation Process

All proposals will be evaluated by a City Selection Committee (Committee). The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City requirements as set forth in this RFP.

The selection process will include a conference call to the top two highest scoring proposals. The consultant will be notified of the time and place of the conference call and if any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded by the City Council.

B. Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is One hundred (100) points.

| Rating Scale | | |
|--------------|-----------------------|--|
| 0 | Not Acceptable | Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal. |
| 1 | Poor | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP. |
| 2 | Fair | Has a reasonable probability of success, however, some objectives may not be met. |
| 3 | Average | Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members. |
| 4 | Above Average/Good | Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations. |
| 5 | Excellent/Exceptional | Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification. |

The Evaluation Criteria Summary and their respective weights are as follows:

| No. | Written Evaluation Criteria | Weight |
|------------------|--|------------|
| 1 | Understanding of the work to be done | 25 |
| 2 | Experience with similar kinds of work | 20 |
| 3 | Quality of staff for work to be done | 15 |
| 4 | Capability of developing innovative or advanced techniques | 10 |
| 5 | Familiarity with state and federal procedures | 10 |
| 6 | Financial responsibility | 10 |
| 7 | Demonstrated Technical Ability | 10 |
| Subtotal: | | 100 |

1. Understanding of the work to be done (25 points)

- a) Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward.
- b) Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- c) Project Deliverables

- i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- d) Schedule shows completion of the work within or prior to the City overall time limits as specified in this proposal.
- e) The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- f) The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.
- g) Ability to meet past and current schedules and budgets.

2. Experience with similar kinds of work (20 points)

- a) Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct preliminary engineering services on comparable projects.

3. Quality of staff for work to be done (15 points)

a) Roles and Organization of Proposed Team

- i. Proposes adequate and appropriate disciplines of project team.
- ii. Some or all of team members have previously worked together on similar project(s).
- iii. Overall organization of the team is relevant to City needs.

b) Project and Management Approach

- i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
- ii. Team successfully addresses efforts required by this Proposal.
- iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.

c) Roles of Key Individuals on the Team

- i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
- ii. Key positions required to execute the project team's responsibilities are appropriately staffed.

d) Working Relationship with City

- i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
- ii. Team leadership understands the nature of public sector work and its decision making process.
- iii. Proposal responds to need to assist City during the project.

4. Capability of Developing Innovative or Advanced Techniques (10 points)

- a) Consultant demonstrates understanding of the City's project objectives but also proposes innovative approaches to project completion, management, and execution.

5. Familiarity with State and Federal Procedures (10 points)

- a. A statement addressing firm's responsibility and experience following all Federal-Aid

funding contract provisions, such as DBE procedures, forms and reporting requirements, etc.

6. Financial Responsibility (10 points)

- a. Demonstrates the financial responsibility of the firm.
- b. Cost Control and Budgeting Methodology.
- c. Proposer has a system or process for managing cost and budget.
- d. Evidence of successful budget management for a similar project.

7. Demonstrated Technical Ability (10 points)

- a. Demonstrates the technical expertise of the team assembled for the project.
- b. Identifies potential project challenges and how the firm is ready to address and move project forward.

**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

RFP & LRSP SCHEDULE

| | |
|----------------------|------------------------------------|
| November 3, 2022 | Request for Proposals |
| November 18, 2022 | Written questions due by 5:00 P.M. |
| December 1, 2022 | Proposal due by 4:00 P.M. |
| December 5-9, 2022 | Proposal Evaluation |
| December 12-13, 2022 | Consultant Selection /Negotiations |
| December 20, 2022 | City Council Approval |
| January 4, 2023 | Contract Notice to Proceed |
| March 15, 2023 | Draft LRSP |
| April 19, 2023 | Final LRSP |

ATTACHMENTS

Attachment 1: Professional Services Agreement (Sample)