



**CITY OF VISALIA, CA  
REQUEST FOR PROPOSALS  
RFP NO. 25-26-43**

**PROFESSIONAL SERVICES FOR  
AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND  
TRANSITION PLAN**

**DESCRIPTION:** The City of Visalia is seeking proposals from qualified consulting firms to conduct an Americans with Disabilities (ADA) Self-Evaluation and developing ADA Title II Transition Plans. The consultant will assess City facilities, policies, and programs for ADA compliance, identify barriers, and recommend corrective measures with cost estimates and priorities. The goal is to create a comprehensive, actionable plan to ensure accessibility and compliance with ADA standards, incorporating public engagement and transparency throughout the process.

**PROPOSER TELECONFERENCE:** An informational teleconference will be held via TEAMS on **Wednesday, July 1, 2026, beginning at 10:00 a.m.** Interested proposers are encouraged to participate as this is an opportunity to ask questions regarding the Request for Proposals requirements. To receive the link to join/call-in phone number, please email your contact information to [purchasing@visalia.gov](mailto:purchasing@visalia.gov).

**SUBMITTAL INSTRUCTIONS:** One (1) unbound original, four (4) bound copies, and a digital copy on USB Drive must be received on or before: **2:00 P.M. on Thursday, July 30, 2026.**

**ADDRESSED TO:** City of Visalia Purchasing Division  
707 W. Acequia Avenue  
Visalia, CA 93291

**ADDRESSED FROM:** Proposer's Name & Mailing Address

**MARK ENVELOPE:** **RFP No. 25-26-43, Professional Services for Americans with Disabilities (ADA) Transition Plan**

**DELIVERY OF PROPOSALS:** When sending the proposal via Fed Ex, UPS, etc., it is the responsibility of the Proposer to ensure that submittals are received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Deliveries are not received when the office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, submitting proposals via U.S. Mail is not recommended as there could be a delay in receiving by the deadline. Proposals must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

Emailed submittals will not be accepted. *Proposals received after the time and date stated above shall be returned unopened to the proposer.*

**INQUIRIES:** Direct questions for clarification of this document to Purchasing Division (559) 713-4334, or email [purchasing@visalia.gov](mailto:purchasing@visalia.gov). To prevent misinterpretation, the Purchasing Division requests that all questions regarding the scope of services be addressed in writing via email. Questions may be asked at any time prior to, but no later than must be received on or before **Tuesday, July 14, 2026 at 4:00 p.m.**



**CITY OF VISALIA, CALIFORNIA  
REQUEST FOR PROPOSALS  
RFP 25-26-43**

**SEALED PROPOSALS** will be received by the Visalia Purchasing Division until **2:00 p.m. on Thursday, July 30, 2026** for:

**Professional Services for  
Americans with Disabilities ACT (ADA) Self-Evaluation and Transition Plan**

An informational teleconference will be held via TEAMS on **Wednesday, July 1, 2026 beginning at 10:00 a.m.** To preregister for this conference and obtain the link or call-in instructions, please email your contact information to [purchasing@visalia.gov](mailto:purchasing@visalia.gov).

RFP and Contract documents may be obtained by calling (559) 713-4334, emailing your request to [purchasing@visalia.gov](mailto:purchasing@visalia.gov), or may be downloaded from BidNetDirect by registered users. For BidNetDirect registration information, please see the City's website [visalia.gov/purchasing](http://visalia.gov/purchasing).

**The City hereby affirmatively ensures** that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded the full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of age, race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

Executive Order N-6-22 – Russia Sanctions on March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or conduct prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

The right is reserved by the City of Visalia to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates: 06/19/26 & 6/24/26

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**Attached Separately:**

**Attachment 1: City of Visalia 1992 ADA Transition Plan for Facility Accessibility**

**Attachment 2: City Facility Inventory**

## I. DEFINITIONS

For the purposes of RFP No. 25-26-43, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Sub-recipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Proposal.
5. "RFP" means Request for Proposal No. 25-26-43.

## II. INTRODUCTION

### A. Information

The City of Visalia is seeking proposals from qualified consulting firms to conduct an Americans with Disabilities (ADA) Self-Evaluation and developing ADA Title II Transition Plans. The consultant will assess City facilities, policies, and programs for ADA compliance, identify barriers, and recommend corrective measures with cost estimates and priorities. The goal is to create a comprehensive, actionable plan to ensure accessibility and compliance with ADA standards, incorporating public engagement and transparency throughout the process.

This Request for Proposals is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Purchasing Division, at (559) 713-4334 or via email at [purchasing@visalia.gov](mailto:purchasing@visalia.gov).

Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above email address. Proposers are specifically directed not to contact any City personnel for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposals.

In an effort to encourage local businesses to provide goods and services to the City, the Council has enacted a local vendor preference policy. The local preference will apply to any business that has a business address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address. 5 points (Local Vendor Preference Points) will be given to any Proposer who has had a business address in Tulare County for the past six months.

### B. Background

Visalia is located east of State Highway 99 and along State Highway 198. The City's population is approximately 147,000. The incorporated area covers approximately 40 square miles. The city currently maintains approximately 545 miles of streets and approximately 6.6 miles of alley ways within its jurisdictional limits.

The City's last ADA Transition Plan was completed in 1992. City staff are proposing an update to the plan. The update to the plan will be used by the City in its continuing effort to comply with accessibility requirements as required by the American with Disabilities Act (ADA) and State of California Access Codes.

In September 2010, the Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessibility Design (2010 Standards). The 2010 Standards set minimum requirements — both scoping and technical — for newly designed and constructed or altered State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and useable by individuals with disabilities.

The goal of the project is to update a comprehensive Transition Plans in compliance with Title II of the American with Disabilities Act (ADA) (28 CFR Part 35). The Plan shall be based on the most current and restrictive standards and guidelines set by Federal, State, and Local jurisdictions. The scope of the proposal will primarily focus on City owned and operating Facilities and Right-of-Way Infrastructure that is subject to compliance with ADA standards.

### **C. Purpose, Objective and Services to be Provided**

The purpose of the RFP is to solicit proposals from qualified consultants to provide consulting services in support of the objective of City of Visalia. The Consultant shall indicate clearly the levels of participation expected from City Staff in the fulfillment of their proposal. All proposals will be judged on the qualifications of the consultant and the means and methods that are being proposed to meet the City's goals in accordance with the evaluation criteria listed in the RFP.

The City's objectives are to achieve successful completion of the project through effective communication and coordination between the City, Consultant, and third parties involved. In addition, the consultant shall thoroughly prepare any plans, specifications, and estimates.

The updated Plans will assist the City in its ongoing efforts to meet accessibility requirements set forth by ADA and the State of California Access Codes. City staff plan to carry out this update as cost-effectively as possible, given the limitations of the City's discretionary resources.

### **D. RFP Timeline**

Event	Date
RFP Available to the public	June 19, 2026
Informational Tele-Conference at 10:00 a.m.	July 1, 2026
Deadline for Submitting Questions at 4:00 p.m.	July 14, 2026
RFP due no later than 2:00 p.m.	July 30, 2026
Interviews/Presentations with short-listed firms	TBD
Award of Contract @ City Council Meeting	TBD
Work Begins	TBD

## **III. SCOPE OF SERVICES**

### **A. Required Services**

The purpose of this Request for Proposals (RFP) is to provide prospective Consultants with a clear understanding of the City's goals and objectives for completing this project. The City seeks a qualified Consultant who can deliver professional expertise, innovative solutions, and proven methodologies to achieve the desired outcomes.

The City strongly encourages Consultants to propose the most effective means and methods for accomplishing these goals. Proposals should not only demonstrate technical competence but also reflect an understanding of the City's priorities, constraints, and long-term vision for asset management and infrastructure planning.

The Consultant shall clearly identify the level of participation, support, and resources expected from City staff in the successful execution of their proposal. All submittals will be evaluated based on the Consultant's qualifications, proposed approach, and demonstrated ability to meet the City's objectives, in accordance with the evaluation criteria outlined in this RFP.

### **B. Project Management**

1. Provide a project plan that includes
  - a. Work plan

- b. Communication plan
- c. Tentative schedule with estimates
- d. Risk identification and management plan
- 2. Stakeholder Engagement
  - a. Meet with City staff to confirm assessment priorities and clarify roles.
  - b. Provide opportunities for community input, especially from individuals with disabilities and advocacy groups, to identify areas of concern not captured in field inspections.
- 3. Provide status reports detailing the status and updated estimates for the completion of each milestone.
- 4. Complete project administration and invoicing
  - a. Develop and maintain project schedule and budget.
  - b. Project management tasks to include attending meetings, developing agendas, note-taking.
  - c. Assist the City in project data management, documentation, and record keeping.
  - d. Implement best practices for budget and schedule adherence.
  - e. Provide periodic progress reports and presentations for staff, stakeholders, and/or City Council Members.
  - f. Provide GIS data to City including final inventory and mapping of barriers and recommendations where applicable.
  - g. Facilitate meetings including project kick-off and close-out as well as project team meetings throughout the planning process.

### C. Scope of Work

The City of Visalia ("City") seeks a qualified consultant team, led by a Certified Access Specialist (CASP), to conduct a comprehensive review of City policies, practices, programs, facilities, and public right-of-way infrastructure to ensure compliance with the Americans with Disabilities Act (ADA) Title II requirements.

**The consultant will develop two (2) independent but coordinated ADA Transition Plans:**

- 1. **Right-of-Way (ROW) Transition Plan** – addressing sidewalks, curb ramps, pedestrian crossings, signals, and other pedestrian facilities.
- 2. **Facilities Transition Plan** – addressing City-owned and operated buildings, parks, recreation centers, libraries, and other public facilities.

The resulting ADA Transition Plans will identify existing barriers, outline recommended corrective actions, prioritize improvements, and provide planning-level cost estimates and implementation timelines. The plans shall serve as strategic tools for compliance, capital planning, and ongoing accessibility improvements.

#### 1. General Requirements

- a. All field inspections and barrier assessments **must be conducted by a CASP** to ensure compliance with applicable state and federal accessibility standards.
- b. All work shall be performed in accordance with:
  - ADA Title II and the ADA Title II Technical Assistance Manual
  - 2010 ADA Standards for Accessible Design
  - Public Rights-of-Way Accessibility Guidelines (PROWAG)
  - California Building Code, Title 24
  - Section 504 of the Rehabilitation Act of 1973
- c. Where standards conflict, the most stringent applicable requirement shall apply.
- d. The consultant shall build upon existing data and documentation to maximize efficiency.

#### 2. Right of Way Transition Plan

- a. Review and Assessment
  - Review the City's existing 1992 ADA Transition Plan, recent sidewalk condition assessments, and other relevant documents.
  - Conduct a comprehensive field evaluation of pedestrian facilities in the public right-of-way, including but not limited to:
    - Sidewalks and pedestrian pathways
    - Curb ramps
    - Pedestrian crossings and signals

- Pedestrian push buttons, signage, and accessible route connections
- b. Self-Evaluation
  - Conduct a self-evaluation of City policies, practices, and services affecting pedestrian accessibility in the public right-of-way. The self-evaluation shall meet the requirements of Chapter 9 of the Caltrans Local Assistance Procedures Manual.
  - Determine the extent to which existing infrastructure complies with ADA, Title 24, and PROWAG requirements.
  - Identify physical and programmatic barriers that limit accessibility for individuals with disabilities.
- c. Barrier Analysis and Prioritization
  - Document existing barriers, providing measurements, photographs, and condition data.
  - Prioritize remediation based on:
    - Safety risk and severity
    - Degree of accessibility impact
    - Community need and usage
    - Implementation of feasibility and cost
    - Develop short-, mid-, and long-term recommendations.
- d. Transition Plan Development
  - Prepare an updated ADA Transition Plan that includes:
    - Inventory and mapping of ROW assets
    - Barrier identification and condition rating
    - Recommended corrective actions
    - Cost estimates and phasing strategy
    - Prioritized improvement plan with timelines and responsible parties

### **3. Facilities Transition Plan**

- a. Review and Assessment
  - Review the City's existing (1992) Transition Plan and other relevant documentation.
  - Conduct comprehensive field surveys of City-owned buildings and facilities, including:
    - Administrative offices and public buildings
    - Libraries and recreation centers
    - Parks, playgrounds, sports facilities, and outdoor public spaces
    - Parking lots and site access routes
- b. Self-Evaluation
  - Conduct a self-evaluation of City programs, services, and practices to ensure programmatic access.
  - Evaluate compliance with ADA Standards, Title 24, and the ADA Accessibility Guidelines.
- c. Barrier Identification and Reporting
  - Document physical and programmatic barriers for each facility, including current condition, functionality, and maintenance considerations.
  - Provide photographs, measurements, and detailed descriptions of non-compliance issues.
- d. Transition Plan Development
  - Prepare a comprehensive Facilities Transition Plan including:
    - Facility inventory and condition summaries
    - Recommended corrective actions with cost estimates
    - Prioritized remediation plan
    - Timelines and assignment of responsibilities
    - Programmatic modification recommendations where relocation or alternative access is required

### **4. Methodology and Data Management**

The consultant shall develop and submit a detailed methodology describing:

- a. Field inspection protocols and measurement standards
- b. Data collection techniques, including digital tools and GIS integration
- c. Analysis and evaluation methods
- d. Standards and criteria used for condition ratings and barrier prioritization
- e. A **GIS database** shall be created to document:

- Location, condition, and compliance status of all assessed assets
- Attribute data indicating type and severity of barriers
- GIS-compatible shapefiles/layers for integration with the City's asset management systems.

## **5. Public Outreach and Stakeholder Engagement**

The consultant shall design and implement a meaningful public outreach program that includes:

- Engagement with individuals with disabilities, advocacy groups, and community stakeholders
- Public meetings, workshops, or surveys to gather input on priorities and barriers
- Documentation of how feedback influenced prioritization and plan recommendations

## **6. Deliverables**

The consultant shall provide, at a minimum, the following deliverables for both the Facilities and Right-of-Way Plans:

- Project Work Plan** – Schedule, methodology, milestones, and coordination points with City staff.
- Inventory & Data Collection Reports** – Digital documentation of all facilities and ROW elements.
- GIS Database and Mapping** – Shapefiles, data layers, and interactive mapping tools.
- Barrier Identification Reports** – Detailed findings with condition ratings, measurements, and photographs.
- Self-Evaluation Reports** – Comprehensive summaries of policy, program, and facility compliance.
- Draft Transition Plans** – Including prioritized actions, estimated costs, and phased implementation strategies.
- Public Engagement Documentation** – Meeting summaries, survey results, and stakeholder feedback reports.
- Final ADA Transition Plans** – Fully compiled, including executive summaries, appendices, digital GIS data, and all supporting documentation in PDF, Word/Excel, and GIS formats.

## **7. Expected Outcomes**

The final ADA Transition Plans shall:

- Provide the City of Visalia with a clear, actionable roadmap to achieve full ADA Title II compliance.
- Support budget development, capital improvement planning, and grant applications.
- Establish a long-term strategy for ongoing accessibility improvements.
- Strengthen the City's commitment to equitable access for all residents and visitors.

## **D. City Responsibilities**

- Compensate the consultants as provided in the contract agreement.
- Provide a "City Representative", who shall represent the City and who shall work with the consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who shall provide the following services:
  - Examine documents submitted to the City by the Consultant and render timely decisions pertaining thereto.
  - Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.
  - Process invoices submitted by consultant.
  - Provide consultants with surveys, maps and other documentation, if available and necessary for completion of Consultant's work.
  - Act as coordinator between consultant and other City representatives.

# **IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS**

The following are proposal requirements. These guidelines are provided for standardizing the preparation and submission of Proposal 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.



Exceptions to the requirements of the RFP should be clearly delineated in this section. The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

Proposals shall contain the following information in the order listed:

### **A. Introduction Letter**

The introductory letter shall be addressed to: **City of Visalia, Purchasing Division**

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.

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

### **B. General Information**

Provide the following basic information about your firm:

1. Firm name, address, telephone number, fax number and email address.
2. Representative or other person to contact for clarification of any item contained in the proposal. Include telephone numbers, fax numbers and email address if different from above.
3. The City's main point of contact for this contract shall be designated in the proposal with all appropriate contact information.
4. Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
  - a. Small Business.
  - b. Disadvantaged Business.
  - c. Minority and/or Women-Owned Business.
5. Provide your Federal Tax ID Number and City of Visalia Business Tax Certificate Number.
6. Provide names of firm's owners/officers. Personnel of the firm must also be identified, with their background, certification(s), and the firm must give assurances of continuity of personnel.
7. Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation)
8. References and Referrals
9. If the consultant is proposing to use a subconsultant/s to provide any of the services needed in this RFP the same information listed above should be provided for each subconsultant firm.

### **C. Staff Qualification, and Proposed Project Approach**

This section should clearly demonstrate the proposer's understanding of the project and present a detailed approach to successfully delivering the ADA Transition Plans. Include any special considerations or innovative methods your firm proposes and specify the expected level of City participation during the project. At a minimum, this section should include the following components:

1. Describe the roles and organization of your proposed team for this project. Include Organization Charts. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project approach, management approach, and understanding of proposal requirements and the project. Provide a detailed description of how the team and scope of work will be completed and managed.

This approach or scope of work shall consist of:

- Phases
- Objective(s)
- Task(s) and brief description
- Work products
- Meeting(s)
- Timeline
- Completion date

3. 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 proposed Consultant. Key members, especially the Project Manager, shall have significantly demonstrated experience with this type of project, and must be committed to staying with the project for the duration of the project.
4. Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract.

Clearly list any exceptions or proposed modifications to the RFP requirements in this section. You may include up to two (2) pages of additional information not specifically requested if it supports your proposal or is relevant to the project.

#### **D. Related 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:

1. Contracting agency and the Project Title
2. Agency Project Manager and contact information
3. Contract amount
4. Date of contract and Date of completion
5. Consultant Project Manager and contact information
6. Project Objective and Description
7. Project Outcome

#### **E. Proposed Fee Structure and Schedules**

***The Proposed Fee Structure and Schedules shall be provided under separate, sealed cover as a part of the RFP submittal.***

Submit a comprehensive proposed fee schedule and recommended budget plan for all services described in the Scope of Work. The proposed Fee Structure will be used as a basis for any contract negotiations as a part of the RFP submittal. Provide proposed fees and cost information for all services to be provided with the following details:

1. Fee Schedule and Billing Structure:
  - a. Provide a detailed breakdown of proposed unit costs or hourly rates by personnel title or position.
  - b. Itemize costs by service type, unit of work, or other relevant measure to demonstrate how total costs are derived.
  - c. Clearly describe billing and invoicing procedures, including frequency, format, and any assumptions regarding reimbursable expenses.
2. Identify any anticipated additional costs, reimbursable expenses, or optional services not included in the base proposal. Specify how such costs would be billed if authorized by the City.
3. Provide separate total proposed costs to complete the ROW Transition Plan and the Facilities Transition Plan based on your proposed methodology and the Scope of Work. These totals will serve as the initial basis for contract negotiations.
4. Present the fee schedule in a clear, organized format that allows the City to fully understand all cost components, billing methods, and assumptions. All proposed fees shall remain firm for the duration of the contract term unless otherwise agreed to in writing.
5. All proposed fees must be fully inclusive of overhead, administrative, and indirect costs. The City of Visalia will not provide separate compensation for expenses not explicitly covered under the

approved unit or hourly rates. This includes, but is not limited to, costs associated with administration, coordination, equipment, travel, materials, report preparation, and document production.

6. Final scope and fee adjustments may occur based on the City's needs and available funding.
7. The City will not include compensation for items or services omitted from the proposal or not approved through contract negotiation.

## **F. Conflict of Interest**

Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the various projects.

List current clients who may have a financial interest in the outcome of the project.

## **G. Litigation**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

## **H. Required Documents**

Complete and submit the following documents with your proposal:

- Exhibit A-1. Non-Collusion Affidavit (Page 18)
- Exhibit A-2. Workers' Compensation Insurance Certificate (Page 19)
- Exhibit A-3. Equal Employment Opportunity Compliance Certificate (Page 20)
- Exhibit A-4. Disclosure Forms (Page 21)
- Exhibit A-5. Americans with Disabilities Act Compliance Certificate (Page 22)
- Exhibit A-6 Drug-Free Workplace Certification (Page 23)
- Exhibit A-7. Iran Contracting Act (Page 24)
- Sign and submit all addenda issued for this RFP.

## **V. CONSULTANT SELECTION PROCEDURE**

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. *Consultant interviews will be held solely at the option and discretion of the City of Visalia.*

The process for selection shall occur in the following sequence:

1. Review Proposals.
2. Establish a "short list" of three or more firms.
3. Interview "short-listed" firms (at the option and discretion of the City).
4. Identify best qualified firm, review, and negotiate fee schedules.
5. City staff recommend award of the contract(s) to the City Council.
6. City develops the final contract(s).

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendations to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, and members of the Council, or may include a representative knowledgeable in CASp services from outside of the community. Composition and creation of this committee, should one be formed, is at the sole discretion of the City. The names of the Committee members, should one be formed, will not be released prior to the time for interviews.

The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP.

*Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.*

### **A. Criteria & Weight of Criteria**

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms. Additionally, 5 points (Local Vendor Preference Points) will be given to any Proposer who has a business address in Tulare County for the past six months (see Section II, Introduction).

<b>Criteria</b>	<b>Explanation</b>	<b>Weight</b>
Proposal Requirement	<ul style="list-style-type: none"><li>• Proposal submittal thoroughness and organization</li><li>• Included the requirements listed in the RFP</li><li>• Proposal is concise and to the point and is specific to the City's needs</li></ul>	25
Knowledge and Expertise of Personnel/Firm	<ul style="list-style-type: none"><li>• Capability of personnel and qualifications</li><li>• Clearly identify adequacy of Staff to perform the work</li><li>• Understanding of work to be done</li></ul>	20
Understanding of Project	<ul style="list-style-type: none"><li>• Knowledge of project delivery requirements</li><li>• Knowledge of Federal, State, and local procedures</li></ul>	25
Innovative or Advanced Techniques	<ul style="list-style-type: none"><li>• Proposal includes innovative or advanced solutions to reduce costs or expedite completion</li></ul>	5
Record of Past Performance, experience with similar kinds of work	<ul style="list-style-type: none"><li>• References</li><li>• Experience with projects that have a similar scope of work as described in the project description</li><li>• Ability to work effectively with City staff, other public agencies and related parties.</li></ul>	20
Local Vendor Preference	<ul style="list-style-type: none"><li>• Business address in Tulare County for the past six months</li></ul>	5

**Total Possible Points 100**

Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the proposer any information that the City deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

### **B. Background Check**

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

### **C. Award of Contract**

The successful firm will be required to execute a contract with the City of Visalia. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to the award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

The City of Visalia reserves the right to award the two separate projects (the ROW Transition Plan and the Facilities Transition Plan) to one sole Consultant, or to two different Consultants, at the discretion of the City.

## VI. GENERAL CONDITIONS

### A. Important Notice

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addendums were issued and to make such an addendum a part of the proposal.

### B. Contracting Agency

The contract resulting from this Request for Proposals will be administered by the City of Visalia Finance and Technology Department, Purchasing Division.

### C. Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with the State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. By submitting a proposal, Consultant certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing Federal funds.

### D. Permits and Licenses

#### 1. Business Tax Certificate

Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation. *However, Consultant shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work.* Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326.

#### 2. Professional License

Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California.

#### 3. Permits

Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

### E. Indemnification and Insurance

As respects acts, errors, or omissions in the performance of services, CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONTRACTOR's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligence of CITY.

CITY agrees to indemnify and hold harmless CONTRACTOR, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or failure to

perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

Without limiting the CITY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers' compensation insurance as required by California statutes.
2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA 93291, with the exception of cancellation for non-payment of premium, in which case ten (10) days' notice shall be given"

In addition, the Commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should contractors cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

## **VII. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT**

Before submitting a proposal, proposer's must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Visalia, upon which the offeror will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect or may at some future date affect the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer

is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the proposer feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal.

The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in the cancellation of the award.

#### **A. WITHDRAWAL OF PROPOSALS**

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Purchasing Division. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

#### **B. REJECTION OF PROPOSALS**

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

#### **C. EVALUATION/AWARD OF CONTRACT**

Evaluation and selection of proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals will be evaluated by the Selection Committee. This committee may consist of representatives of the user department, members of the community, the Purchasing Division, and may include a representative knowledgeable in CASp services from outside of the community. In connection with its evaluation, the City may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposers will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyze all materials and documentation submitted as a part of the proposals.

The award, if made, will be made within ninety (90) days from the proposal closing date. The proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Proposer is an independent contractor, not an employee, agent, or officer of the City.

2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
3. Should proposer be awarded a contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.
4. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.
5. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
6. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

#### **D. PROPOSAL PRICING GUIDELINES**

Proposer shall provide proposed fees and cost information as a part of this Request for Proposals. Proposed fees shall be submitted under separate, sealed cover.

See instructions in Section IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS, E. Proposed Fee Structure and Schedules.

#### **E. ASSIGNMENT OF CONTRACT**

No assignment by the vendor of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such an assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to and bind the party or parties to whom such work is assigned, sublet or transferred.

#### **F. RIGHT TO REQUIRE PERFORMANCE**

The failure of the City at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

#### **G. ETHICS IN PUBLIC CONTRACTING**

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to the Purchasing Division that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.



More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

#### **H. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Visalia laws and ordinances related to employment practices.
2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

#### **I. VENUE**

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

#### **J. PROPRIETARY INFORMATION**

The proposals received shall become the property of the City of Visalia and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

#### **K. INCURRING COSTS**

The City of Visalia is not liable for any cost incurred by proposers in responding to this Request for Proposals.

#### **L. FIREARMS PROHIBITED**

Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

#### **M. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

**Exhibit "A-1"**

**NON-COLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## Exhibit "A-2"

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**  
**(CALIF. LABOR CODE § 3700)**

STATE OF CALIFORNIA       )  
  ) ss  
CITY OF VISALIA            )

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

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

Company Seal (if any):

## Exhibit "A-3"

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

(EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Name &amp; Title of Signing Official: \_\_\_\_\_ Company Seal (if any):

**Note: Executive Order 11246 was rescinded in January 2025**

## Exhibit "A-4"

**DISCLOSURE FORMS**

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

**OWNERSHIP DISCLOSURE**

\_\_\_\_\_  
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

\_\_\_\_\_  
Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

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

**CALIFORNIA LEVINE ACT STATEMENT**

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$500 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, <https://www.visalia.gov/173/City-Council>. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

YES: \_\_\_\_ NO: \_\_\_\_ If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

\_\_\_\_\_  
Council Member(s) Name

\_\_\_\_\_  
Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

**NOTICE:** The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

\_\_\_\_\_  
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

\_\_\_\_\_  
Signature of Company Authorized Individual

\_\_\_\_\_  
Print or Type Name of Authorized Individual      Date

## Exhibit "A-5"

**AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE**

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

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

Company Seal (if any):

## Exhibit "A-6"

**DRUG-FREE WORKPLACE CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) (      )
TITLE OF PERSON SIGNING	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**Exhibit "A-7"**

**IRAN CONTRACTING ACT CERTIFICATION**  
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☐ The Contractor is not:
- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,00 over the life of the contract (up to 5 years).

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Agency Name: \_\_\_\_\_

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

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.



**Exhibit "A-8"**

**S A M P L E – Subject to changes  
CONSULTANT SERVICES AGREEMENT  
For Americans with Disabilities (ADA) Self Evaluation and Transition Plan**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Visalia, hereinafter referred to as the "CITY", and \_\_\_\_\_ hereinafter referred to as the "CONSULTANT".

**W I T N E S S E T H**

**WHEREAS**, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

**WHEREAS**, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in RFP No.25-26-43, which along with the response submitted by CONSULTANT is attached as Exhibit "A", and hereinafter referred to as the "PROJECT"; and

**WHEREAS**, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and CONSULTANT agree as follows:

**I. SERVICES TO BE PERFORMED BY THE CONSULTANT**

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, which shall be the Scope of Work for the project as described in RFP No. 25-26-43, unless the parties agree in writing to modify the Scope of Work as stated in the RFP, for the cost identified in Exhibit "B" - Project Fee.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "C" – Consultant Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

**II. TIME OF PERFORMANCE**

The CONSULTANT shall commence performance of this Agreement within ten (10) days of the effective date on the Consultant's written Notice to Proceed and shall complete the work within the timeframes outlined in Exhibit "B", unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.

### **III. COMPENSATION**

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, a lump sum amount of \_\_\_\_\_ dollars (\$) as shown in Exhibit "B". This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B". CONSULTANT agrees these amounts, as authorized, will constitute complete compensation, including document production and out-of-pocket expenses, for services authorized by CITY for the PROJECT per the Scope of Work, Project Fees, and Schedule identified in Exhibit "A", "B", and "C", respectively. No other compensation is authorized by this Agreement without separate written amendment.
- B. Payment of Compensation: The CONSULTANT shall be compensated no more than monthly, based on percentage of work of each noted phase completed to date. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

### **IV. AUTHORIZED REPRESENTATIVE**

- A. CITY: The \_\_\_\_\_ shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.
- B. CONSULTANT: \_\_\_\_\_ shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

### **V. TERMINATION**

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of fifteen (15) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
2. Except with respect to defaults of sub-consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub-consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation Provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.

6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

## **VI. INTEREST OF OFFICIALS AND THE CONSULTANT**

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
  1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
  2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

## **VII. NO PERSONNEL, AGENCY OR COMMISSION**

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **VIII. SUBCONTRACTING**

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

## **IX. INDEPENDENT CONTRACTOR**

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

## **X. SPECIFICATIONS**

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

## **XI. DOCUMENTS/DATA**

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes. Should CONSULTANT

place a copyright notice on documents it must state, "City of Visalia holds a nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the material for government or public purposes."

## **XII. INDEMNIFICATION AND INSURANCE**

As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, and employees from and against any and all claims, demands, losses, reasonable defense costs, or liability, whether actual, alleged, or threatened, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.

- A. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, or liability to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.
- C. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CITY nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any remote or speculative breach of contract damages that the breaching party could not have reasonably foreseen when entering into this Agreement. To the extent this Agreement is considered a "Construction Contract" as defined by California Civil Code section 2783, CONSULTANT's duty to indemnify CITY under this or any other provision of the Agreement shall not apply when to do so would be prohibited by California Civil Code section 2782.
- D. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
  - 1. Workers' compensation insurance as required by California statutes.
  - 2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations,

Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
  4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
- E. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- F. CONSULTANT agrees to provide thirty (30) days written notice of any policy cancellation, limitation in scope or coverage, or non-renewal. Such notice shall be provided to the, City of Visalia, 707 W. Acequia, Visalia, CA 93291.

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

**"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."**

**"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."**

- G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- H. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

### **XIII. NON-DISCRIMINATION**

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

### **XIV. MISCELLANEOUS PROVISIONS**

- A. Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.
- B. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.
- C. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.



- D. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- E. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- F. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA  
707 W. Acequia Ave.  
Visalia, CA 93291  
Attention: City Clerk

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_  
(Attention)

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

- G. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- H. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- I. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- J. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

- L. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- M. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- N. Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

CONSULTANT

\_\_\_\_\_  
City Manager

Approved as to Form

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Risk Manager

\_\_\_\_\_  
Project Manager

Exhibit “A”: Scope of Work

Exhibit “B”: Project Fees

Exhibit “C”: Schedule of Fees for Professional Services