



CITY OF VISALIA, CA
REQUEST FOR PROPOSALS
RFP NO. 24-25-07

**Professional Services to Design
Digester 9 at Visalia's Water Reclamation Facility (WRF)**

DESCRIPTION:

The City of Visalia is seeking bids from qualified engineering firms to design a new digester and associated pumps, piping, recirculation, and heating equipment at the Visalia Water Reclamation Facility (WRF).

MANDATORY PROPOSER CONFERENCE:

Mandatory conferences have been scheduled for this project. Interested proposers must attend at least one of the mandatory conferences to be considered an eligible proposer. These meetings will be held at the Visalia Water Reclamation Facility (7579 Ave. 288, Visalia, CA) as follows:

Tuesday, June 24, 2025 at 9:00am and
Thursday, June 26, 2025 at 9:00am.

SUBMITTAL DEADLINE:

One (1) unbound original, three (3) copies and one electronic copy on USB drive must be received no later than: 3:00pm on Thursday, July 17, 2025. *Proposals received after the time and date stated above shall be returned unopened to the proposer.*

SUBMITTAL INSTRUCTIONS:

Addressed to: Purchasing Division
707 W. Acequia Avenue, Visalia, CA 93291

From: Proposer's Name & Mailing Address

Mark envelope: RFP No. 24-25-07
Design Services for Visalia's Water Reclamation Facility Digester 9

Delivery of Proposals: When sending a proposal via Fed Ex, UPS, etc., it is the responsibility of the Proposer to ensure that submittal is received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday.

We are closed on Fridays and major holidays. Bids are not delivered or received when office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, mailing a bid/proposal 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.

INQUIRIES:

Questions/clarification of this bid document should be addressed to the Purchasing Division (559) 713-4334. To prevent miscommunications, the Purchasing Department prefers that all questions regarding the specifications or scope of services be submitted in writing via email to purchasing@visalia.gov. Questions may be asked at any time prior to, but no later than Thursday, July 3, 2025.



**CITY OF VISALIA, CALIFORNIA
REQUEST FOR PROPOSALS
RFP 24-25-07**

SEALED PROPOSALS will be received by the Visalia Purchasing Division until **3:00pm. on Thursday, July 17, 2025**, for Professional Services to Design Digester 9 at Visalia's Water Reclamation Facility.

Mandatory proposal conferences have been scheduled for this project. Interested proposers must attend at least one of the mandatory conferences to be considered an eligible Proposer. These meetings will be held at the Visalia Water Reclamation Facility (7579 Ave. 288, Visalia, CA) as follows:

Tuesday, June 24, 2025 at 9:00am and
Thursday, June 26, 2025 at 9:00am.

Contract documents may be obtained by calling (559) 713-4334, emailing your request to purchasing@visalia.gov or may be downloaded from registered users of BidNetDirect. Instructions for registering with BidNetDirect can be found on our website at visaliapurchasing.org.

This is a public works design project which is subject to registration with the California Department of Industrial Relations, payment of State Prevailing wages, monitoring by the Labor Commissioner and other requirements as listed in the City's Labor Compliance Manual. All Consultants and subconsultants listed in proposal or performing work on the project must have valid registration with the California Department of Industrial Relations (DIR). Any labor performed which has a designated prevailing wage rate including but not limited to: surveying, staking, testing, etc. must be paid at minimum, the State Prevailing Wage rate. Consultants will be responsible for uploading certified payrolls to the Labor Commissioner.

Consultant is to be licensed Engineer, 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.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia 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.

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: 6/13/25 & 6/18/25

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Workers Compensation Insurance Certificate
Equal Employment Opportunity Compliance Certificate
Disclosure Forms
Americans with Disabilities Act Compliance Certificate
Drug-Free Workplace Certificate
Iran Contracting Act Compliance
Sample Professional Services Agreement

City of Visalia Labor Compliance Manual (separately attached)

I. DEFINITIONS

For the purposes of this RFP NO. 24-25-07, 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 "Subrecipient" 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. 24-25-07.

II. INTRODUCTION

A. Information

The City of Visalia is seeking bids from qualified engineering firms to design a new digester and associated pumps, piping, recirculation, and heating equipment at the Visalia Water Reclamation Facility, 7579 Ave. 288, Visalia, CA. The project will involve the design of a fixed cover structure built from reinforced concrete, meeting the specifications detailed below.

Digester 9 will have the following specifications and requirements:

- Diameter: 116 feet
- Side Water Depth: 24.5 feet
- Sludge Digestion Depth: 17.5 feet
- Sludge Storage Depth: 7 feet
- Digester Cone Depth: 11 feet
- Operating Volume: 258,930 cubic feet (excluding cone depth)
- Sludge Digestion Volume: 184,950 cubic feet
- Sludge Storage Volume: 73,980 cubic feet
- Total Tank Volume, each: 297,700 cubic feet

The design of Digester 9 and associated structures should match the design of Digester 8 at the Visalia Water Reclamation Facility, including associated pumps, valves, and heat exchangers. The location should match the proposed area outlined in TM 4 of Carollo's Facility Plan.

Mandatory proposal conferences have been scheduled for this project. Interested proposers must attend at least one of the mandatory conferences to be considered an eligible Proposer. These meetings will be held at the Visalia Water Reclamation Facility (7579 Ave. 288, Visalia, CA) as follows:

Tuesday, June 24, 2025 at 9:00am and
Thursday, June 26, 2025 at 9:00am.

One (1) unbound original, three (3) copies and one (1) electronic copy on USB Drive must be received no later than 3:00pm on Thursday, July 17, 2025. Proposals received after that date and time will be returned unopened to the proposer.

This Request for Proposals is being issued by the City of Visalia Purchasing Department. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Purchasing Division at (559) 713-

4334. To prevent misinterpretations, the Purchasing Division would prefer that all questions regarding specifications or scope of services be sent by email to purchasing@visalia.gov

Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are specifically directed not to contact any other City personnel for meetings, conferences or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposals.

B. Background

In 2018, the Visalia Water Reclamation Facility (WRF) underwent a substantial upgrade, enhancing its treatment and disinfection capacity to 22 million gallons per day (MGD). Water conservation efforts within the City and increased loadings have significantly impacted the factors used to calculate the WRF's capacity. The maintenance and operations staff at the WRF began noticing the adverse effects of these increased loadings in the last few years. Carollo Engineers was brought in under an emergency contract to perform a condition assessment and prepare a facility plan which would address the WRF's near-term solids handling needs. Among the proposed projects, is the construction of a Digester 9, which matches the design specifications for Digester 8, as outlined in the Technical Specifications prepared by Parsons in 2013 for the 2018 Upgrade.

C. Purpose, Objective and Services to be Provided.

The City of Visalia is issuing this Request for Proposals to retain a qualified engineering firm to support the ongoing development of the Visalia Water Reclamation Facility (WRF) in response to increased solids loadings and changing operational demands. Since completing a major upgrade in 2018 that expanded the facility's treatment and disinfection capacity to 22 million gallons per day (MGD), the City has observed performance impacts caused by increased influent loadings. To address near-term capacity and solids handling challenges, the City seeks to construct a new anaerobic digester (Digester 9) to supplement existing infrastructure.

The selected consultant will lead the design of Digester 9 and associated systems, ensuring consistency with existing infrastructure—particularly Digester 8—and compliance with relevant standards and specifications. This project is essential to maintaining reliable wastewater treatment operations and long-term service to the community.

Project Objectives

- Address current and anticipated solids handling demands at the Visalia WRF through the addition of a new anaerobic digester.
- Design Digester 9 in alignment with the specifications of Digester 8, ensuring seamless integration with existing systems.
- Improve the facility's capacity, reliability, and operational efficiency to support continued community growth and water conservation efforts.
- Assist the City in maintaining regulatory compliance and minimizing operational disruptions due to overloading conditions.
- Ensure all project components are designed to be cost-effective, durable, and maintainable by City staff.

Services to be Provided

- Lead the full design process for Digester 9, including all structural, mechanical, electrical, and process components.
- Provide engineering analysis and design solutions consistent with previous facility improvements and Carollo Engineers' Facility Plan.
- Support the City throughout the design process with regular meetings, workshops, and technical coordination.
- Assist in securing necessary regulatory approvals through permit support and design documentation.
- Provide technical guidance during construction and commissioning to ensure successful implementation of the new digester and associated systems.
- Deliver training and operational documentation to support City staff in managing the new infrastructure.

D. RFP/Agreement Schedule

| <u>Event</u> | <u>Date of Event</u> |
|---|----------------------|
| RFP Available to the public..... | 6/9/25 |
| Mandatory Proposer Conferences at 7579 Ave. 288, Visalia, CA, 9:00am..... | 6/24/25 & 6/26/25 |
| Questions Deadline | 7/3/25 |
| RFP due at 3:00 pm at 707 W Acequia Ave. Visalia, CA 93291 | 7/17/25 |
| <i>Short list established and consultants notified.....</i> | <i>7/25/25</i> |
| <i>Interviews/Presentations with short-listed consultants (if needed)</i> | <i>tbd</i> |
| <i>Award of Contract @ City Council Meeting</i> | <i>tbd</i> |
| Contract Begins | tbd |
| Final date for all work to be completed | 6/1/26 |

Italicized items and dates are at the City's option. The City reserves the right to award contract solely on the basis of proposal content.

III. SCOPE OF SERVICES

A. Services of the Consultant

The City of Visalia will require a consultant to perform the following tasks for the project.

1. **Preliminary Design Phase:**

- Conduct a detailed site assessment to confirm existing conditions and gather necessary data.
- Develop a preliminary design for Digester 9, ensuring compliance with all relevant codes and standards.
- Prepare a preliminary cost estimate for the project.

2. **Final Design Phase:**

- Develop detailed design drawings and specifications for the digester and associated equipment, including:
 - **Construction of a new digester:** Design a fixed cover structure built from reinforced concrete.
 - **Digester mixing system:** Include a mixing pump and associated piping, valves, and appurtenances.
 - **Digester heating system:** Incorporate a sludge recirculation pump, hot water pump, heat exchanger, and associated piping, valves, and appurtenances.
 - **Digester feed transfer pumps:** Design and specify associated piping, valves, and appurtenances.
 - **Yard piping:** Design for digester feed, digested sludge, hot water return/supply, and digester gas.
 - **New electrical and boiler building:** Include a new boiler to expand the capacity of the main hot water loop and a new Motor Control Center (MCC) to power all equipment associated with this project.
- Ensure designs include all necessary connections to existing plant infrastructure.
- Provide structural calculations and analysis to support the design.
- Submit 50% and 90% plans and specifications for review and approval by the City of Visalia.
- Prepare a final cost estimate for the project.

3. **Permitting and Approvals:**

- Assist the City of Visalia in obtaining all necessary permits and approvals from regulatory agencies.

- Respond to comments and make necessary revisions to design documents as required by permitting agencies.
- 4. **Construction Support Services:**
 - Provide construction administration services, including reviewing submittals, responding to requests for information (RFIs), and conducting periodic site visits to ensure compliance with design documents.
 - Assist with the commissioning and startup of Digester 9 and associated equipment.
 - Provide training for City staff on the operation and maintenance of Digester 9.
- 5. **Meetings and Workshops:**
 - Conduct monthly meetings with City staff to update on progress and address any issues or concerns.
 - Conduct Workshops at each design level (50%, 90%, and 100%).
 - Provide detailed progress reports at each meeting and workshop.
- 6. **Deliverables**
 - Preliminary design report and cost estimate
 - 50%, 90%, and final design drawings and specifications
 - Structural calculations and analysis
 - Permit applications and documentation
 - Construction support documentation, including submittal reviews and RFI responses
 - Commissioning and training documentation
 - Monthly progress reports, including budget and schedule updates. Meeting agendas and minutes. (All provided in PDF format).
- 7. **Schedule**

The project is expected to be completed within 9 months. The contractor will be required to submit a detailed project schedule within 2 weeks of the contract award, outlining key milestones and deliverable dates.

B. City Responsibilities

- Compensate the consultant as provided in the contract agreement.
- Provide a "City Representative" who will represent the City and who will work with the consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who will provide the following services:
- Examine documents submitted to the City by the Consultant and timely render 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.

IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must answer the following questions in the same sequence as below. A screening committee will evaluate the completeness of the response to the RFP.

A. General Information

- Firm name, address, telephone number, fax number and email address.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone number, fax number and email address if different from above.

- 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.
- Provide your Federal Tax ID Number and City of Visalia Business Tax Certificate Number.
- Names of company's owners / officers.
- Personnel of the Proposer's Firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person needs to be identified.
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation.
- References and Referrals
- Completed and signed forms included with this RFP (pgs. 16-22)

B. Proposed Program Approach

Summarize your approach and understanding of the program 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. The contents of this section shall be determined by the proposer but should demonstrate an understanding of the special characteristics of the project.

This section shall outline the proposed approach to the project. This approach or scope of work shall consist of:

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

Exceptions to the requirements of the RFP should be clearly delineated in this section.

While the City believes this RFP provides the necessary direction for the Consultant to provide a proposal to complete the services, the City understands that there may be additional items the Consultant may discover during the development of their proposal. The Consultant is encouraged to include/address any items that they feel the City has omitted in error or that should be included as part of the services to complete this project. All proposer's may include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

C. Staff Qualifications and Related Experience

1. Staff Qualifications and Experience

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract. Note: Consultant may not substitute any member of the project team without prior written approval of the City.

2. Related Experience

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. In addition, provide references for the three (3) most comparable projects for which your firm has provided, or currently is providing, similar services.

List the projects in reverse chronological order and provide the following information for each project:

Indicate for each of these projects:

- Name of project
- Project location
- Brief description (type of construction, functional components, special design considerations)
- Name of owner
- Name of owner's contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the owner)
- Your firm's specific involvement (i.e., engineer, subconsultant, etc.)
- Proposed cost vs. actual cost
- Status of completion

D. Proposed Fee Structure

The Proposed Fee Structure shall be provided under separate, sealed cover as a part of the RFP submittal with the "original, unbound" copy of respondent's proposal and shall be included on the USB drive in a separate folder marked "fees". Do not include fees in the three (3) copies of the proposal.

Provide proposed fees and cost information and recommend a budget plan for all services to be provided in the following format:

- Proposers should review the requirements of this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how the City will be invoiced for services, i.e., unit or hourly costs. This information should be detailed and broken down by road segment and intersection including units of work or other applicable measure. Proposers should endeavor to provide a comprehensive, fee schedule, as the City will not include compensation in the contract for items not addressed.
- Include a total cost to provide services, based on the consultant's fee schedule and the scope of work as outlined in this RFP. This cost will be used as a basis for negotiations.

The fee proposal (submitted under separate, sealed cover) along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

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

V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Vendors 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:

- Review Proposals
- Establish a "short list" of three or more firms

- Interview “short-listed” firms (at the option and discretion of the City)
- Identify best qualified firm
- Determine which, if any, alternates will be selected, and negotiate a fee
- Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council and may include a representative knowledgeable in water reclamation facility engineering planning and design. Composition and creation of this committee, should one be formed, is at the sole discretion of the City. 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 contractor 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

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a contractor 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.

| Criteria | Explanation | Weight |
|---|---|--------|
| Merit of Proposals Submittal / Presentation | <ul style="list-style-type: none"> • Proposals submittal thoroughness | 15 |
| Knowledge and Expertise of Personnel/Firm | <ul style="list-style-type: none"> • Capability of personnel • Firm qualifications • Adequacy of Staff to perform the work • Firms' expertise demonstrated by examples of similarly completed plans. | 25 |
| Understanding of Project | <ul style="list-style-type: none"> • Knowledge of project, requirements | 20 |
| Timeline | <ul style="list-style-type: none"> • Ability to meet City schedule | 20 |
| Record of Past Performance | <ul style="list-style-type: none"> • References • Ability to work effectively with City staff, other public agencies and related parties. • Demonstrated ability to complete work tasks within project timelines and budget. • Any design recognition | 20 |
| Total Points Possible | | 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 proposer's 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 award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

VI. 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 cancellation of 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

The City of Visalia reserves the right to reject any or all proposals; to waive any requirements, both the City's and those proposed by the vendor; to waive any irregularities or informalities in any proposal or the RFP process when it

is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered and; to evaluate in its absolute discretion, the proposal of each vendor, so as to select the vendor which best serves the requirements of the City, thus insuring that the best interest of the City will be served. Proposer's past performance and the City's assurance that each proposer will provide service as proposal, will be taken into consideration when proposals are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or; the proposal of any proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's proposal submission, or at any point in the proposal evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the proposal submission is material shall be made solely in the exercise of the City's sound discretion. The City expressly reserves the right to reject the proposal of any proposer who is in default on the payment of taxes, licenses or other moneys due to the City of Visalia.

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 a Selection Committee. The City reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

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

1. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
2. Should proposer be awarded 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.
3. 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.
4. 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.
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.

VII. MEASUREMENT AND PAYMENT

A. Billing and Payments

Vendor is fully responsible for assuring that all services arising from the agreement are billed the correct and applicable contract rate. The vendor is required to establish and maintain a process to monitor its billing practices and will refund all over-charges that may occur.

In connection with any cash discount offered, time will be computed from the date of complete delivery of the service as specified, or from the date correct invoices are received, if that date is later than the date of delivery. For the purposes of earning the discount, payment is deemed to be made on the date of the mailing of the City check.

VIII. GENERAL CONDITIONS

A. Important Notice

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposer's 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 addendum a part of the proposal.

B. Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with 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.

C. Permits and Licenses

1. Business License Certificate

Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation or if your business is located outside of city limits. *However, Contractor shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work if located inside city limits.* 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.

D. Insurance

Indemnification and Insurance

As respects acts, errors, or omissions in the performance of services, VENDOR 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 Vendor'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 VENDOR, 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, VENDOR 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 Vendor's (or Vendor'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 CITY's right to indemnification, it is agreed that VENDOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- Workers' Compensation insurance as required by California statutes.
- 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).
- Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
- 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 of Visalia, Purchasing Division, 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 policy 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 insured 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 Consultant cease to have insurance as required during any time, all work by Consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided. 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.

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 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. 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.

G. Termination of Contract

The nature of this services contract requires that the City and the consultant must work closely as a mutually supporting team without conflict. Also, the City needs to be able to terminate this agreement at any time the City may feel this working relationship has been impaired or should the City no longer have complete confidence and satisfaction in the quality and performance of services by the proposer. Therefore:

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 thirty (30) days before the effective date of such termination. Should the contract be terminated for convenience, the proposer shall be paid for all authorized services provided, including reasonable charges for de-mobilization. However, the proposer shall not be paid any anticipated profit or fees for services not provided.
- 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 proposer shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part.
 2. Any assignment, subletting or transfer of the interest of the Consultant, either in whole or in part, without the written consent of the City shall be cause for the City to immediately terminate the agreement for default.
 3. Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.
- 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 subconsultants, 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 subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 proposer's will be made available to proposer's 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. Proposer's who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

N. Incurring Costs

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

O. 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.

NON-COLLUSION AFFIDAVIT

TO: THE CITY OF VISALIA

The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be Done:

RFP No. 24-25-07 Design Digester 9 at Visalia's Water Reclamation Facility

Proposer's Name: _____

Signature of Proposer: _____

Title: _____

Business Address: _____

Place of Residence: _____

State of California

County of _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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):

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the contractor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor 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 contractor 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 vendor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The vendor 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 contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The vendor 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.
Vendor 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.
5. In the event of the vendor'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 vendor 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.
6. The vendor 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 Subcontractor or vendor. The contractor 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 contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Name of Firm

Authorized Signature

Date

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 know 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 \$250 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.city/government/city_council/default.asp. 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 \$250 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

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):

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

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 | TELEPHONE NUMBER (Include Area Code) () |
| TITLE | |
| 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, then 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.

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.

**AGREEMENT FOR PROFESSIONAL SERVICES TO DESIGN
DIGESTER 9 AT VISALIA'S WATER RECLAMATION FACILITY**

This Agreement, entered into this _____ day of _____, 20____, 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 I 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 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, 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" - 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 Consultant's Notice to Proceed following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", 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, as payment in full, a sum not to exceed _____ dollars (\$ _____). 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".
- B. Payment of Compensation: The CONSULTANT shall be compensated according to the progress payment schedule set forth in Exhibit "D" upon completion of percentage of each noted phase. 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

- B. 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.
- C. 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 thirty (30) 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 ten (10) 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 subconsultants, 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 subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant 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.

XII. INDEMNIFICATION AND INSURANCE

- A. As respects acts, errors, or omissions in the performance of services, CONSULTANT 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 CONSULTANT'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.
- B. CITY agrees to indemnify and hold harmless CONSULTANT, 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.
- C. 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, defense costs, liability, or consequential damages 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.
- 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. 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."

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:

4. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
5. 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
6. 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. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. 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.
- C. 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.
- D. 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 Avenue
Visalia, CA 93291
Attn: City Clerk

CONSULTANT: _____
Mailing Address: _____

Attn: _____
Phone: _____
Email: _____

- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. 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.
- J. 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.
- K. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- 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. 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 Date

Date

Approved as to Form

City Attorney Date

Risk Manager Date

Project Manager Date

Attachments:

Exhibit "A": Scope of Work

Exhibit "B": Project Fees

Exhibit "C": Schedule of Fees for Professional Services

Exhibit "D": Progress Payment Schedule if applicable