



**CITY OF VISALIA, CA
REQUEST FOR PROPOSALS
RFP NO. 24-25-55**

Preparation of Reserve Area Land Use Designations, Specific Plan for Potential Industrial Land Uses and Program Environmental Impact Report

DESCRIPTION:

The City of Visalia invites qualified firms to submit a Proposal for the establishment of land use designations for the Reserve Area; the development of a specific plan for any potential industrial land use designations; and, the preparation of an associated Program Environmental Impact Report.

PROPOSER CONFERENCE:

On Wednesday, July 30, 2025 at 10:00 a.m. PST, an informational proposer conference will be held via TEAMS. To pre-register for this conference and obtain the link or call-in instructions, please email your contact information to purchasing@visalia.gov. This is an opportunity to ask questions regarding the project and the Request for Proposal requirements.

SUBMITTAL DEADLINE:

One (1) unbound original and four (4) copies, plus one (1) copy on a flash drive must be received no later than: 2:00 p.m. PST on Thursday, August 21, 2025. *Proposals received after the time and date stated above shall be returned unopened to the proposer. Emailed proposals will not be accepted*

SUBMITTAL INSTRUCTIONS:

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

From: Proposer's Name & Mailing Address

Mark envelope: RFP No.24-25-55, Reserve Area Plan

DELIVERY OF PROPOSALS:

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

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

INQUIRIES:

Questions/clarification of this document should be addressed to the Purchasing Division (559) 713-4334. To prevent misinterpretation, the Purchasing Division prefers that all questions be sent in writing via email to purchasing@visalia.gov. Questions may be asked at any time prior to, but no later than Monday, August 4, 2025 at 4:00 pm.



**CITY OF VISALIA
REQUEST FOR PROPOSAL
RFP 24-25-55**

SEALED PROPOSALS will be received by the Purchasing Division located at 707 West Acequia, Visalia, CA 93291, until 2:00 p.m. PST on Thursday, August 21, 2025 for the following:

Preparation of Reserve Area Land Use Designations, Specific Plan for Potential Industrial Land Uses and Program Environmental Impact Report

An informational proposal conference will be held on **Wednesday, July 30, 2025 at 10:00 a.m. PST via TEAMS**. To pre-register for this conference and obtain the link or call-in instructions, please email your contact information to purchasing@visalia.gov.

RFP and Contract documents may be obtained in the office of the Purchasing Division, 707 W. Acequia Ave., Visalia, CA 93291, by calling (559) 713-4334, emailing your request to purchasing@visalia.gov or may be downloaded from BidNetDirect by registered users. To register with BidNetDirect, please see the City's website visaliapurchasing.org.

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 a contract.

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

Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or 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.

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: 07/11/25 & 07/16/25

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Required Documents to be submitted with proposal:

Non-Collusion Affidavit

Workers Compensation Insurance Certificate

Equal Employment Opportunity Compliance Certificate

Bidder's Statement on Previous Contracts Subject to EEOC

Americans with Disabilities Act Compliance Certificate

Ownership Disclosure and California Levine Act Statement

Drug Free Workplace Certificate

Iran Contracting Act Certification

Sample Professional Services Agreement (Do not submit with proposal)

Under Separate Attachment:

Attachment A – Reserve Area Property Owners Map

RFP No. 24-25-55

I. DEFINITIONS

For the purposes of this RFP NO. 24-25-55, 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 Proposal in response to the Request for Proposal.
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" or "Project" refer to Request for Proposal No. 24-25-55.

II. INTRODUCTION

A. Information

The City of Visalia is requesting proposals from qualified consulting firms experienced in cost-conscious professional planning and environmental services for: the establishment of land use designations for the entire 980-acre Reserve Area; the development of a specific plan for any potential industrial land use designations established for the City's designated Reserve Area, including design requirements enacted with the passage of Assembly Bill 98, and establishment of architectural requirements for any industrial building design; and, the preparation of an associated Program Environmental Impact Report (EIR); as well as any other planning and technical services necessary to support this scope of work.

This RFP is the first step in the consultant selection process. The City may request additional information of respondents but this is strictly optional. City staff intends to identify all interested parties with this RFP and to bring the proposals along with any additional necessary information to make an informed recommendation to City Council for final consideration of action.

This RFP is being issued and received by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this RFP should be directed to the Purchasing Division, at (559) 713-4334 or via email at purchasing@visalia.gov.

Any revisions to the RFP will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above email address. Proposers are specifically directed not to contact any 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

Community Background

Visalia is located east of State Route 99 and along State Route 198. The City's population is approximately 146,000 but captures a market of approximately 630,000 people in the surrounding Tulare, Kings, and Southern Fresno County area. Visalia is at the heart of the San Joaquin Valley, which is one of the most productive agricultural regions in the world (Tulare County is the top dairy and milk producing county in the nation). It has a very well-balanced economy with a diverse mix of industrial, retail, service, governmental, and professional office activities. Visalia serves as the County Seat for Tulare County and is home to the area's largest hospital, Kaweah Health. Visalia is centrally located near Highway 99 between San Francisco and Los Angeles, making it an ideal place to live and conduct business. Numerous Fortune 500 companies have located to Visalia because of its high quality of life and unmatched ability to offer a location that gets product to 99 percent of Californians overnight.

Located at the base of the Sierra Nevada's, Visalia also welcomes thousands of visitors each year who trek to marvel at the majesty of the Giant Sequoia Trees. The Giant Sequoia Trees were nominated to be named the 8th Wonder of the World by Virtual Tourist. With two National Parks within a short driving distance, the region offers an abundance

of outdoor adventure and natural tranquility. Visitors enjoy hiking, biking, camping, swimming and more. The Majestic Mountain Loop is a bus tour route that allows participants to visit 3 National Parks in 3 days: Sequoia, Kings Canyon and Yosemite.

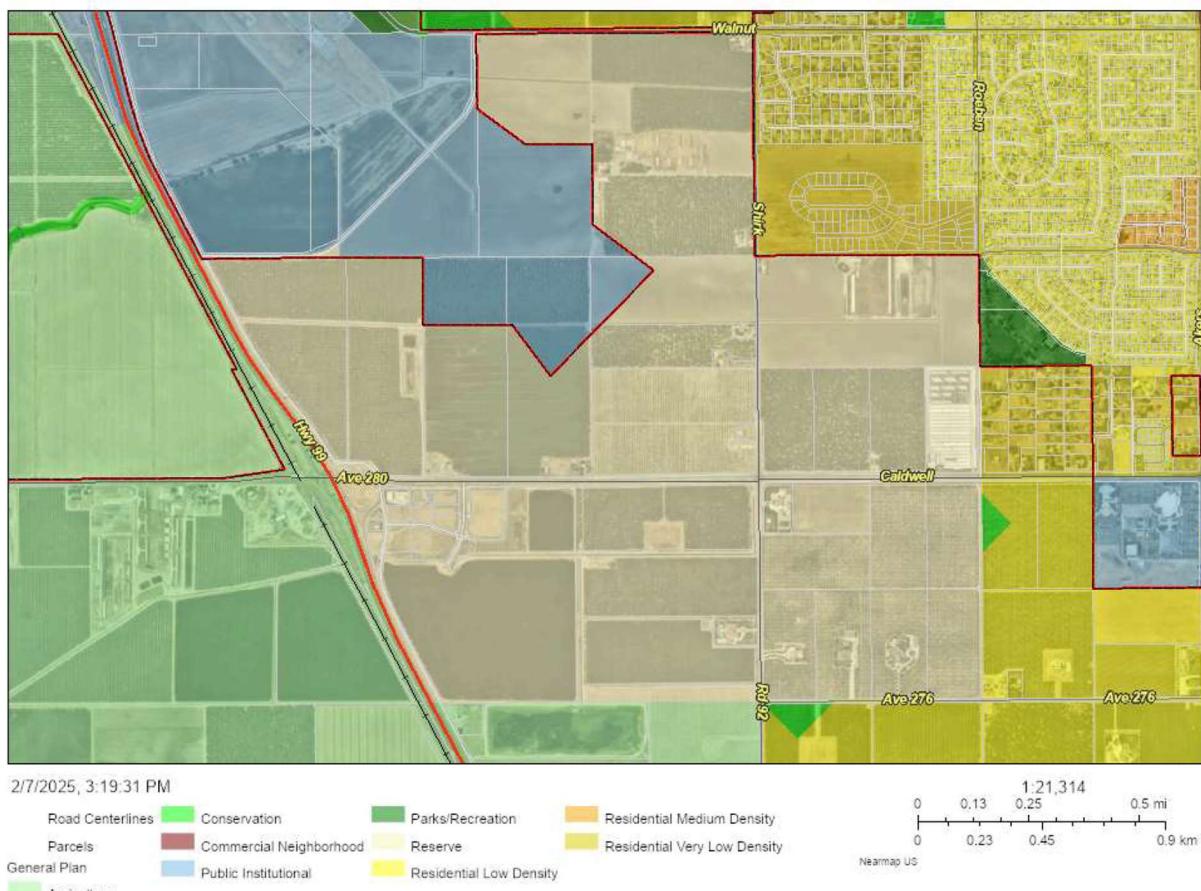
Downtown Visalia is one of the most remarkable and charming features of Visalia. Located just north of State Highway 198, the downtown has served as the city's epicenter for social culture and local business since 1852. Structurally, Downtown Visalia represents a mix of historically preserved buildings and newly renovated spaces that combine to showcase the area's rich history and promising future.

Project Background

In 2024, an Industrial Land Inventory Analysis (ILIA) was commissioned and completed that, among other conclusions, recommended the City designate 405 acres of additional industrial land use designation within the City's Reserve area land use designation, located adjacent to the Visalia Airport, north of Caldwell Avenue and west of Shirk Street. This was recommended based on findings of the ILIA that anticipates a shortfall of available industrial development space through 2033. The additional industrial land will assist the City to continue to realize industrial development opportunities. The Reserve area is particularly suitable for the industrial land use designation due to its proximity to State Route 99 and the Caldwell Avenue interchange, enhancing transportation connectivity. Furthermore, the site's proximity to the airport provides a unique opportunity to leverage this asset for specialized manufacturing or uses that benefit from air freight services.

The entirety of the City's Reserve area is in the southwest quadrant of the community and is bounded by the Visalia Airport and Walnut Avenue to the north, Caldwell Avenue to the south, Roeben Street to the east and SR 99 to the west and consists of approximately 980 acres (see image below).

Reserve Area



During the adoption of the 2030 Visalia General Plan in 2014, the City Council elected to forgo establishing specific land use designations in this southwest quadrant of the City. Suggestions of a *"Specialty Regional Retail"* or a *"Airport Industrial"* designation gave way to a non-specific *"Reserve"* land use designation. The City Council, at that

time, concluded that this Reserve area would remain agriculture for the foreseeable future. The Reserve land use designation would be analyzed in the General Plan EIR as Commercial land use since that was the most intensive land use relative to potential environmental impacts. The City Council also directed staff to draft Land Use policies corresponding to this designation in concert with their vision for the circumstances under which either or both areas would develop in the future. For instance, Land Use Policy LU-P-33 in the adopted General Plan identifies variables that the City Council can consider when considering new urban uses in this area. If Council concludes there are several factors warranting further analysis, they may direct staff to begin the process of identifying land uses for the Reserve area.

Land Use Policy (LU-P) 33 specifically states:

Designate land areas for future development to be considered (if at all) under separate criteria from Citywide growth under Policy LU-P-19 (Urban Boundaries). These areas shall be designated for “reserve” and remain in agricultural zoning until they are designated and pre-zoned for an appropriate urban land use through the City’s General Plan Amendment and Change of Zone process. These areas may be re-designated and pre-zoned for an appropriate urban use upon the following findings as reviewed by the Planning Commission and decided on by the City Council:

1. The proposed uses and intensity of development are consistent with all applicable policies and constraints as contained in the Visalia Airport Master Plan.
2. Property is adequately served or will be adequately served by public facilities including streets, sewerage, police and fire protection, water supply, and other required facilities to be fully funded by the proposed development(s).
3. Properties located within the previous development boundary or under the land use designation being proposed within the area are already being developed, or do not provide the likelihood of being developed in a timeframe appropriate to meet the needs of the community.
4. Properties are determined to provide a significant social economic benefit to the community.
5. There is a determined to be a Community-level need for the proposed use, including lack of sufficient acreage already designated for the proposed scale and intensity of the proposed use.

The substantial amount of Reserve acreage was established based upon anticipation that future growth would extend from the immediate Airport zoned land and eventually south and eastward to both sides of Caldwell Avenue. Land uses that could be considered in this area include Industrial, Commercial and Residential.

Based on the policy language and the City’s findings, the City now seeks a consultant to assist in identifying and adopting land use designations in the Reserve area, as well as developing a specific plan for any presumed industrial planned land uses of the Reserve area including design requirements enacted with the passage of Assembly Bill 98, and should also establish architectural building elevation requirements for any industrial building design, and developing the associated Program EIR for the land use update process. The City’s interest in seeing development occur in the Reserve area, based on appropriate land use designations consistent with our General Plan and surrounding uses, is paramount to ensuring that development of this area is consistent, compatible with, and complimentary to the city as a whole.

Due to the Reserve area’s proximity to the City’s airport, land use designations within this area must be consistent with the adopted Tulare County’s Comprehensive Airport Land Use (CALUP). The City’s airport zone regulations follow the CALUP which includes a comprehensive list of compatible (allowed) vs. prohibited land uses per airport safety zone. Included under the Scope of Services discussion is a Property Owner and Known Project Map that indicates the airport safety zones. The Reserve area includes several airport safety zones that will dictate the appropriate land use designation based on compatibility requirements within these zones.

There are four known development interests in the Reserve area, expressed through submittals to the County of Tulare’s Project Review Committee over the last several years. While this project will require the selected consultant to conduct outreach to all known property owners in the Reserve area, these four known development projects should also be considered through the process. Below is more detail on each of these known development interests.

- **Sequoia Gateway Commerce and Business Park Specific Plan: (2nd Addendum adopted 2022)**
The Sequoia Gateway Commerce Center project is a specific planned development on 127 acres that was approved by the Tulare County Board of Supervisors in 2018 and has begun developing in the County. Currently, there is a gas station/convenience store and Dutch Bros coffee shop. There are many other elements potentially underway, such as medical office uses, restaurants, and a hotel. The development agreement between Tulare County and Sequoia Gateway, LLC expressly states a consent to annexation into the City, subject to the City's acceptance of the terms and conditions of their specific plan and the development agreement itself. Therefore, the City would essentially accept the Sequoia Gateway Specific Plan for this portion of the Reserve area.
- **Faria and Sons: (2020 and 2021)**
A proposed Tulare County Zone Change from AE-20 to C-2/3 on two parcels totaling approximately 75 acres to develop a variety of commercial buildings. The original conceptual site plan for the proposed commercial development includes commercial retail, office, medical office, gas station and convenience store, drive through restaurants, restaurants, and hotels. Several uses proposed are prohibited in Airport Safety Zone 3, of which a portion of this proposed project is in.
- **Dhillon: (2024)**
A proposed gas station and convenience store on a 17.81-acre parcel that is located in the Tulare County AE-20 zone. The approximate 2-acre project site is located on the northeast corner of Shirk Street and Caldwell Avenue. The site is within Airport Safety Zone 2 and as such, a gas station would be prohibited. The property owner is interested in commercial development of some sort on their property that aligns with the Airport Safety Zones and eventual land use designations of their property.
- **Vander Weerd: (2021 and 2024)**
This is named the High Sierra Estates single family residential project. The proposed single family residential development entails 57 single family lots, each approximately 1 acre in size on an approximate 80-acre site. The proposed site is currently operating Shirk Dairy and is located east of Shirk Street and along the eventual extension of Whitendale Avenue. The site is in Airport Safety Zone 6 and as such, single family residential development would be compatible if inhabited residential structures meet California Noise Standards and are designed to achieve an interior noise level of 45 dB CNEL or less, if aircraft noise is expected to exceed 60 dB CNEL in this area.

C. Purpose and Objective

The intent of this request is to seek proposals from interested professional consulting firms for:

1. Designation of land uses for the entire Reserve Area.
2. Preparation of a specific plan for all "Industrial" acreage established within the Reserve area, which feasibly could be located adjacent to the Visalia Airport, north of Caldwell Avenue and west of Shirk Street. Specific plan preparation should also consider design requirements to address standards enacted with the passage of Assembly Bill 98 and should also establish architectural requirements for any industrial building design.
3. Completion of an associated Program Environmental Impact Report or Master Environmental Impact Report (depending on further discussion of City needs with selected consultant) for the Reserve Area.

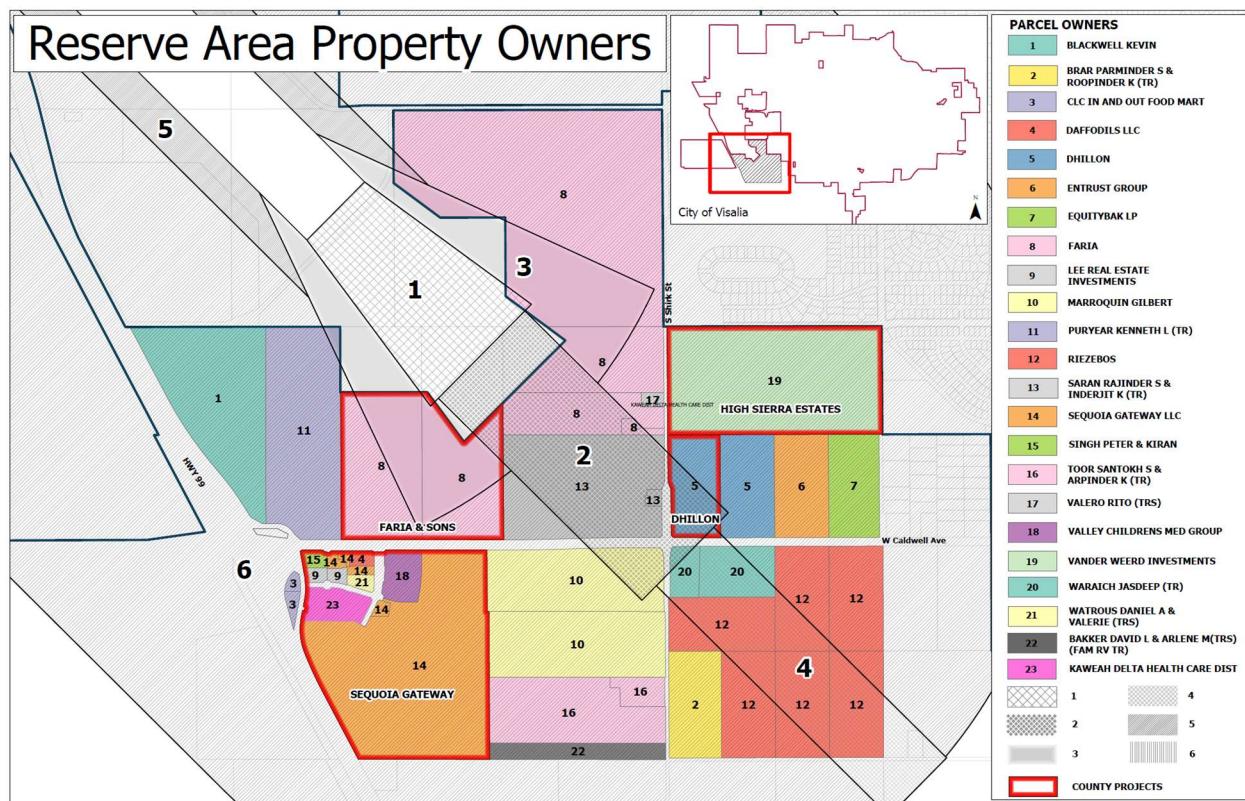
Other planning and technical services associated with this project to be performed by the selected Consultant include establishing and carrying out any necessary public outreach, preparation of any technical studies necessary for the Specific Plan or Program EIR, and preparation of a land use diagram and any other necessary illustrations. The City is seeking these services in order to realize the development potential for this area under City jurisdictional purview and development standards. The City believes some of this development potential is in the form of industrial uses that would be complemented by the site's proximity to the Visalia Airport and State Route 99 and the Caldwell Avenue interchange. The adopted specific plan should provide legally binding entitlements for properties included in the specific plan area.

The firm selected by the City as the most qualified for the cost to perform the requested work will be required to enter into an agreement, similar to the attached, with the City. The interested firms responding to this solicitation are hereinafter referred to as "Consultants". A joint venture of consultants is acceptable to accomplish the anticipated Scope of Services discussed below. In such case one composite proposal shall be submitted by the firm that will perform as the "prime".

III. SCOPE OF SERVICES

A. Required Product

The consultant team should propose a scope of services to prepare and establish land use designations for the entire Reserve area, and prepare a specific plan for those land area(s) designated for Industrial development which could be adjacent to the airport, north of Caldwell Ave and west of Shirk St (see attached Property Owner and Known Project Map pictured below) that is consistent with California State Government Code Sections 65450-65457. This area should be studied in order to build compatible uses that the City believes should include industrial uses.



The future specific plan should include the following components at a minimum, consistent with the programs and policies of the 2030 Visalia General Plan and any input gathered from community members and other stakeholder agencies:

- The distribution, location, and extent of proposed land uses in the study area;
- Detailed guidance on phasing and subdivision that accommodates the development envisioned for the study area;
- Multi-modal circulation and emergency access system needed to support the land uses in the plan;
- Circulation truck routes in accordance with State Assembly Bill 98;

- Necessary infrastructure and services including emergency fire and public safety response, sewer and wastewater, water service, drainage, solid waste disposal and recycling, energy provision and conservation, stormwater quality and capacity, water reuse and conservation, and other essential facilities proposed to be located within the specific plan area and needed to support the land uses described in the plan;
- Standards and criteria by which development will proceed, including objective development and design standards tailored for this area, taking into consideration the visibility of this area from State Route 99 and the communities potential interest in an aesthetic entry way into the City from the Caldwell Avenue interchange;
- A program of implementation measures including regulations, programs, infrastructure projects, and financing measures necessary to implement the specific plan;
- Analysis of the relationship of the specific plan to the City's General Plan, including the identification of any General Plan amendments necessary for consistency;
- An evaluation of the economic feasibility of the specific plan;
- A fiscal analysis of potential revenues and expenses (both one-time and ongoing) to be considered by the City. Potential revenue sources include but are not limited to property tax, sales tax, school impact fees, and development impact fees. Revenue sources to (re)cover the cost of preparing the specific plan should be considered.

The proposed specific plan scope of services should include all tasks necessary for the process of developing and adopting a specific plan, including a complete and comprehensive program of community engagement, planning-level technical studies, development of planning concepts, CEQA analysis, and completion of any zoning or general plan amendments necessary.

It is anticipated that there will be significant community interest in this project. The proposed scope of work will need to include sufficient budget and designated staff or sub-consultant support for community outreach efforts. In addition to community engagement, the consulting team should also plan a series of meetings with the City Council and Planning Commission to provide updates and receive direction, as well as meetings for adoption.

The City envisions that the specific plan will be presented in the form of a usable document that is frequently consulted by staff, stakeholders, and the public when considering land use decisions. The document shall be technically sound and accurate while also accessible and meaningful to the general public. The document shall have the ability to be easily revised to accommodate future General Plan updates and amendments. Final editions of the land use diagram shall be able to be integrated to the City's developed GIS system.

The selected Consultant team will also prepare a Program EIR, or Master EIR, depending on further discussion of City needs with selected consultant, for the land uses designated within the Reserve Area and Specific Plan component. The City anticipates the specific plan and land use designations for the reserve area will require an extensive environmental process due to several factors including recent legislation that impacts industrial development (State Assembly Bill 98). Although the City's General Plan EIR analyzed this area as Commercial land use since that was the most intensive land use relative to potential environmental impacts, the consideration of establishing new land uses in the reserve area under today's environmental factors should be analyzed with consideration on several new mandates enacted at the State level including Vehicle Miles Traveled (VMT) and AB 98. These new laws have drastically shifted the landscape on transportation and industrial development that were not enacted when the City adopted and certified the General Plan's EIR. The Program EIR should identify any feasible alternatives and mitigation measures to reduce any significant impacts while also providing a well-documented environmental record.

The City anticipates this entire process taking between 18-24 months. The City anticipates the project to be completed by a full-service firm or team of firms representing a range of disciplines including land use, environmental, engineering, community engagement, transportation, and other required topics. The proposed scope of work should also include CEQA analysis and a program EIR to environmentally clear a project application for the Reserve Area in the future.

The City anticipates that there may be a continued process of scoping and confirming assumptions in collaboration with the selected consultant team before the project contract is executed and the planning process is initiated. Submitted scopes of work should state assumptions about data availability, necessary technical studies, or other technical coordination that is anticipated between the City, the specific plan team, and a future development applicant.

B. Services of the Consultant

The selected Consultant will be expected to perform the following tasks related to the project. These tasks represent the expected services that the selected Consultant will provide to the City. The Consultant is also invited to suggest additional and/or alternative tasks which may be suitable for the process.

Meetings

- Plan and facilitate meetings as specified under the Meetings heading.
- Attend public hearings with Planning Commission and City Council, and attend additional meetings as needed with City staff and/or Reserve area property owners and/or stakeholders in which the Consultant will be required to present progress reports, provide follow-up information, and respond to questions.
- Meet and confer with other local, regional, state, and federal agencies as necessary to identify and address concerns and comments.

Staff Consultation and Identification of Issues

- Assist City staff in developing a detailed work program and timeline for preparing and carrying out the project. Assist City staff in identifying any additional tasks not identified in this RFP.
- Determine and make recommendations on necessary background and technical research, including, but not limited to, air quality impacts, and climate change impacts.
- Make a base line determination with respect to the physical, natural, economic, environmental, and social conditions for use with the specific plan, land use designations, and EIR.
- Analyze potential residential densities of sites compared to the carrying capacity of the land.
- Identify potential significant environmental impacts which may occur as a result of implementation of the project.
- Develop potential mitigation measures to reduce significant environmental impacts to a less than significant level, or if not possible, to the extent feasible, and discuss potential mitigation measures which could aid in the City's interest toward minimizing unnecessary outward physical growth.
- Identify significant and unavoidable environmental impacts as a result of implementation of the project. Assist the City in preparing defensible findings for Statements of Overriding Considerations.

Program, or Master Environmental Impact Report

- Prepare a Notice of Preparation, Initial Study, Notice of Completion, Notice of Determination, and if necessary, a Statement of Overriding Considerations.
- Prepare and submit an Administrative Draft of the EIR, including technical studies and appendices, for review and editing. Provide one (1) unbound copy and one (1) digital copy containing Microsoft Word and Adobe Reader (pdf) versions of the document.
- Evaluate City comments of the Administrative Draft EIR and incorporate changes directed by staff into a Draft EIR.
- Prepare and submit a Draft EIR, including technical studies and appendices. Provide one (1) unbound copy and (1) digital copy containing Microsoft Word and Adobe Reader (pdf) versions of the document.
- Assist the City in evaluating and formulating responses to comments received on the Draft Environmental Document during public review period and the resulting changes to the Draft EIR.

- Prepare and submit a Final EIR, including technical studies and appendices, and incorporating comments of City staff. Provide one (1) bound copy and one (1) digital copy containing Microsoft Word and Adobe Reader (pdf) versions of the document.
- Assist in preparation of findings necessary to adopt or certify the Final Environmental Document, including a Statement of Overriding Considerations, if needed.
- Prepare a draft and final Mitigation Monitoring and Reporting Program, if needed.

Specific Plan and Land Use Map Designations for the entire Reserve Area

- Prepare and submit Draft and Final Background Studies. Provide one (1) bound copy and one (1) digital copy containing Microsoft Word and Adobe Reader (pdf) versions of the document.
- Prepare and submit a specific plan summary. Provide one (1) bound copy and one (1) digital copy containing Microsoft Word and Adobe Reader (pdf) versions of the document.
- Prepare and submit a Final specific plan. Provide one (1) bound copy and one (1) digital copy containing Microsoft Word and Adobe Reader (pdf) versions of the document.
- Diagrams depicting the proposed project and the area affected by the specific plan and identified land uses.
- The development uses being proposed, and their process for entitlement (permitted by right or conditionally allowed) and the proposed distribution of land uses if the specific plan proposes multiple land uses (i.e., residential, commercial, public, industrial).
- Provide site-specific land use regulations including architectural / design standards for commercial and industrial development.
- A plan for infrastructure and services to support the specific plan.
- A financing plan to carry out the project.
- A statement of the specific plan's consistency with the City's General Plan.

C. City Responsibilities

1. Compensate the Consultant as provided in the contract agreement.
2. 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:
 - Provide information consisting of relevant materials and reports from the City's files and databases for the purpose of minimizing background research costs charged by the consultant.
 - Examine documents submitted to the City by the Consultant and render timely decisions pertaining thereto.
 - Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.
 - Process invoices submitted by Consultant.
 - Provide Consultant with information, maps, and other documentation necessary for completion of Consultant's work.
 - Act as coordinator between Consultant and other City representatives.
 - Actively participate with the Consultant in presentation of material in all public forums, workshops, meetings, and hearings.

D. RFP/Agreement Schedule

<u>Event</u>	<u>Date of Event</u>
RFP Available to the public	July 11, 2025
Informational Proposal Conference @ 10:00 am PST.....	July 30, 2025
RFP due at 2:00 pm at Purchasing Division, 707 W. Acequia Ave	August 21, 2025
<i>Short list established and vendors notified</i>	<i>September, 2025</i>
<i>Interviews/Presentations with short-listed vendors (if required)</i>	<i>September, 2025</i>
<i>Second interviews (if required)</i>	<i>TBD</i>
<i>Award of Contract @ City Council Meeting</i>	<i>TBD</i>
<i>Contract Begins</i>	<i>TBD</i>

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.

IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Please provide four (4) bound copies, one (1) unbound copy, and one (1) digital copy of your proposal. Those companies who propose to joint venture a response are asked to respond as a single entity with a designated lead entity and person who will be authorized to respond on behalf of the group.

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 and email address.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone and fax numbers 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 (must be obtained prior to contract signing).
- Names of firm's owners / officers.
- Proposed Project Team, including sub-consultants, if any, listing key team members and their duties and responsibilities. Provide a team organizational chart. The contract with the selected Consultant will require that key members shown in the proposal be required to commit time to the project and that the City of Visalia retains the right to accept, reject, or re-negotiate the terms regarding any proposed changes of key personnel or sub-consultants.
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation.
- Minimum of five (5) relevant client references (in the Central Valley or California, if possible) including their name, title, address, e-mail, and telephone number.
- Completed and signed forms with this RFP (pgs. 23-30)

B. Proposed Project Approach

Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer, but shall also demonstrate an understanding of the special characteristics of the project. Consultants may provide alternative ideas, programs, formats, and suggestions in the proposal, based on experience with other projects.

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
- Meetings
- Timeline
- Completion date

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

In addition, you are invited to 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

Describe the qualifications of all key members of the project team to be assigned to this project by providing resumes/experience summaries describing their education, credentials, experience, and their proposed roles for this contract. All proposed sub-consultants and their tasks in the project shall be identified. Note: Consultant may not substitute any member of the project team without prior written approval of the City.

If your firm intends to subcontract any of the services required under this RFP it must be discussed in this section. Detailed information for each subcontractor must be provided. Note: No work may be subcontracted, nor assigned, without prior written approval of the City of Visalia.

2. Related Experience

Include descriptive information concerning the qualifications and experience of the firm with an emphasis on experience relative to this project. Include information about three (3) previous projects of similar scope and magnitude for which the Consultant has provided the requested services. Be prepared to submit & present example(s) of recent work product which is relevant to this scope of work. For each representative project, identify the client and include a project description, the estimated cost, final fee for the Consultant's services, date started, date completed and contact reference person(s) with phone numbers. Examples of previous work may be included.

D. Proposed Fee Structure and Schedules

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

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

- Proposers shall 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. The fees should be broken down by project component to the best of proposer's ability, and

further itemized by the type of service, units of work, or other applicable measure. Fees shall be given for each component and for the entire work program. 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 Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. *Consultant interviews will be held solely at the option and discretion of the City of Visalia.* The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a "short list" of two 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 planning services from outside of the community. Composition and creation of this committee 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 consultant based solely on the information provided in the proposals received in response to the RFP. *Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.*

A. Criteria

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms.

Criteria	Explanation	Weight
Merit of Proposals Submittal / Presentation	<ul style="list-style-type: none">• Proposals thoroughness	15
Knowledge and Expertise of Personnel/Firm	<ul style="list-style-type: none">• Capability of personnel• Firm qualifications and experience	25

	<ul style="list-style-type: none"> Knowledge and expertise in preparation of comprehensive specific plans and zoning codes Knowledge of contemporary CEQA practices and environmental issues 	
Understanding of Project	<ul style="list-style-type: none"> Knowledge of project and requirements Ability and resources to develop a detailed, professional, and technically sound specific plan and Program EIR, and establish land use designations in accordance with State law 	25
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 tasks within project timelines and budget. Satisfactory record of ability to perform on similar projects Project work in Tulare, Kings, and southern Fresno Counties 	25
Timeline	<ul style="list-style-type: none"> Demonstrated efficient and flexible allocation of time resources focused on completing the tasks within the City's timeframes 	5
Local Knowledge Preference	<ul style="list-style-type: none"> Familiarity with the City of Visalia, its policies, ordinances, and procedures 	5
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 proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement. The Visalia City Council will make the final decision on the consultant selection, and authorize the execution of a contract for consulting services.

VI. GENERAL CONDITIONS

A. Important Notice

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

B. Contracting Agency

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

C. 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 applicable to contracts utilizing Federal funds.

D. 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. *However, Consultant shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work.* Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326.

2. Professional License

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

3. Permits

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

E. Insurance

Indemnification and Insurance

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

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

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

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

- 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 Clerk, City of Visalia, 707 W. Acequia, Visalia, CA 93291, with the exception of cancellation for non-payment of premium, in which case ten (10) days notice shall be given."

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

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

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

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

VII. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF CONTRACT 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

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

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

C. EVALUATION/AWARD OF CONTRACT

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

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

The award, if made, will be made within ninety (90) days from 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. Proposer is an independent contractor, not an employee, agent, or officer of the City.
2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

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

D. PROPOSAL PRICING GUIDELINES

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

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

N. INCURRING COSTS

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

O. FIREARMS PROHIBITED

Guns may not be carried by contractors/developers/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/developer/consultant is caught carrying a gun, without City permission, their contract will be terminated.

P. Executive Order N-6-22 – Russian 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
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)
Submit With Proposal

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

Signature

Date

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

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)
Submit With Proposal

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:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
(EXECUTIVE ORDER 11246)
Submit With Proposal

Equal Opportunity Clause

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

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

Company: _____

Business Address: _____

Signature: _____ Date: _____

Name & Title of Signing Official: _____ Company Seal (if any): _____

**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)**
Submit With Proposal

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has _____ has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representation indicating submission of required compliance reports signed by proposed subBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:
(if any)

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

Submit With Proposal

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)

Ownership Disclosure and California Levine Act Statement

Submit With Proposal

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

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

OWNERSHIP DISCLOSURE

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

Address

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

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$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.

Signature of Company Authorized Individual

Print or Type Name of Authorized Individual

Date

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 AND TITLE OF PERSON SIGNING	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.)
Submit With Proposal

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.

(Sample Agreement – do not submit with proposal)

**PROFESSIONAL SERVICES AGREEMENT FOR
PREPARATION OF RESERVE AREA LAND USE DESIGNATIONS, SPECIFIC PLAN FOR POTENTIAL
INDUSTRIAL LAND USES, AND PROGRAM ENVIRONMENTAL IMPACT REPORT**

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 T H

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

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in 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

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

V. TERMINATION

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

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

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

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

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

XIII. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry

out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. 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

Reserve Area Property Owners

