



REQUEST FOR PROPOSALS (RFP)
for
Professional Consulting Services

SEWER MASTER PLAN

Date Announced:
February 13, 2026

PROPOSALS DUE:

March 27, 2026 no later than 3:00 PM via Email to epatino@dinuba.ca.gov

CITY OF DINUBA
Public Works Department
1088 E. Kamm Avenue
Dinuba, CA 93618

CONTACT INFORMATION

Contact via e-mail preferred
Elva Patino, Business Manager
epatino@dinuba.ca.gov

Request for Proposal (RFP) to Provide Professional Consulting Services

Background: The City of Dinuba is located in Tulare County in California's San Joaquin Valley. Dinuba is centrally located, approximately 180 miles north of Los Angeles and 200 miles south of the San Francisco Bay Area. The City's economy is driven by agriculture and offers small town charm to its approximate 26,000 residents. Established in 1888 and incorporated in 1906, Dinuba has had a consistent growth pattern ranking fourth in population of the eight incorporated cities in Tulare County. Although agriculture is Dinuba's dominant economic activity, the community has had an active commercial and industrial base for many years. The City's large industrial park currently boasts the largest nationwide Hispanic-owned business, a major retail distribution center and several other distinguished industries.

Dinuba has seen significant growth in recent years and the community continues to attract quality residential and commercial development. However, various factors continue to make Dinuba a disadvantaged community – including aging infrastructure that supports not only the existing housing stock and businesses, but also future growth. In order to assess current conditions and ensure continued reliability, the City is seeking assistance to develop a Sewer Master Plan which will serve as a long-range planning document.

1. Project Description

The City of Dinuba was awarded a Community Development Block Grant (CDBG) to develop a Sewer Master Plan. The Plan will be a comprehensive, long-range planning document that evaluates the existing wastewater collection and treatment system, identifies current and projected capacity constraints, and recommends capital improvements to safely and reliably serve existing and future development. The Plan will also include an assessment of system infrastructure, flow and capacity modeling, evaluation of regulatory compliance, and analysis of population and land-use growth projections. Based on these findings, the Sewer Master Plan should establish prioritized improvement projects, cost estimates, and an implementation schedule to support system reliability, environmental protection, and informed capital planning for no less than a 10-year horizon.

The City has already received its grant agreement for the Sewer Master Plan and intends to have the selected consultant begin work immediately upon award to ensure grant deadlines are met. The last Sewer Master Plan that was developed by the City was in 2010 and will be made available to the selected consultant.

2. Professional Scope of Services

In broad terms the Plan scope of work shall include the following at a minimum:

General Provisions:

- Provide necessary services to complete the project as identified herein.
- Provide project schedule for completion. Provide regular updates of the project schedule and schedule monthly meetings accordingly.
- Provide monthly progress reports in PDF format.
- Manage project execution to ensure the project is completed as scheduled.
- Coordinate design and project activities with the project manager.
- Manage the project and design to ensure project does not exceed the anticipated project cost.
- Manage engineering costs to ensure they do not exceed the engineering services contract.
- Prepare monthly meeting agenda and minutes.
- Perform Flow monitoring
- Prepare Hydraulic model of critical gravity trunk sewer and force main infrastructure

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- Identify sewer main capacity constraints and system deficiencies
 - Review and analyze City data
 - Provide Close Caption Television (CCTV) footage of 10% of the City's approximately 73 miles of gravity sewer lines.
 - Provide a condition assessment report of all of the Gravity Sewer lines (except pipes replaced within the last 10 years)
 - Identify & prioritize sanitary sewer capital improvement rehabilitation needs
 - Develop a Sewer Capital Improvement Program covering no less than 10-years
 - Other optional work items are included in the in detailed scope

The scope of services includes, but is not limited to, the following:

1. Review Existing documents:
 - a. Meet with City staff to review development plans and all relevant documents, CCTV, including the existing sewer system master plan and general plans for each member city.
2. Meetings:
 - a. Schedule monthly meetings with the City staff.
 - b. Schedule up to three meetings at 50%, 75%, 100% document progress.
 - c. Attend City Council meetings, as needed.
 - d. Prepare meeting minutes documenting progress.
3. Sewer model:
 - a. Prepare updated GIS shapefiles of sewer sheds and sub-basins, proposed sewer mains, deficient sewer mains, include the following data; length and size of sewer main, material type, and manhole ID's. The most current shapefile will be provided to consultant by the City's GIS vendor.
 - b. Analyze the collection system under current and future conditions based on hydraulic criteria, including identifying deficiencies and evaluating alternative improvements.
 - c. Analyze sewer lift stations for current and future conditions.
 - d. Update flow coefficients based on monitoring program for both wet and dry weather conditions.
 - e. Prepare maps showing sewer sheds and flow direction for the entire collection system.
 - f. Prepare maps indicating flow direction and catchment areas for parcels within the study area.
4. Development timelines:
 - a. Review planning documents, growth projections, and specific plans from each city.
 - b. Prepare development and planning horizon based on meetings held with member city planning departments.
 - c. Incorporate development timelines into final document.
5. Develop flow monitoring program for model calibration:
 - a. Conduct and manage flow monitoring program. Assume up to three site visits with sub-consultant who shall provide labor, equipment, tools, and expertise necessary for the installation and commissioning of flow meters at twenty (20) designated project sites.
 - b. Coordinate installation of flow meters with City staff.
 - c. Determine appropriate locations for flow monitoring. Collect data for wet and dry weather flows. The minimum duration for flow monitors to be in place is at least 30 calendar days.
 - d. Include map showing sewer drainage area associated with each flow metering site including the sub-sewer areas identified in item e.

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- e. Calibrate model with data collected for both wet and dry weather flows.
 - f. Develop a contingency plan for flow monitoring based on the potential for a lack of rain events.
 - g. Provide a report documenting findings, location of flow monitors, influent and inflow (I/I), recommendations, and other data as needed to fulfill sewer model calibration and develop recommendations for I/I improvement within the collection system.
6. Develop Capital Improvement Plan:
 - a. Create a comprehensive Capital Improvement Plan, including both capacity expansion and asset replacement projects. The Master Plan will assess current system conditions, identify deficiencies and capacity constraints, and prioritize investments to ensure long-term functionality, regulatory compliance, and support for future growth.
 - b. Include table indicating proposed capital improvement project for sewer mains and pump stations, description, location, estimated costs.
 - c. Prepare maps showing proposed capital improvement projects.
 7. GIS/Sewer Model:
 - a. All shapefiles shall be submitted to the City for integration into the GIS system. Provide additional information at the request of staff for incorporation into GIS.
 - b. Assume at least one meeting with GIS vendor to discuss data formats and address questions.
 - c. Answer questions from GIS vendor throughout duration of project.
 8. Document Review and Data Collection:
 - a. Review scope of services with City staff and review relevant documents, including but not limited to, 2010 Sewer System Master Plan (SSMP) 2021 Sanitary Sewer Management Plan (SSMP), existing CCTV records, record drawings, and past Sanitary Sewer Rate Study, documents and data are available upon request.
 - b. Review City's sanitary sewer records to identify recent improvements constructed.
 - c. Coordinate with City to obtain water consumption, flow data, and pump station records including normal flows and storm events.
 - d. Coordinate with City's planning division to obtain recent and future development plans. Meet with City staff to review development plans and all relevant documents.
 - e. Review closed-circuit television (CCTV) inspection video records to determine what additional segments of sewer main will be required to be inspected by CCTV in order to comply with the settlement. Included in the data are CCTV inspection records of some of the City's sanitary sewer system.
 - f. Review City's maintenance records, CWIQS reports, and meet with City staff to identify areas of concern regarding sewer mains (both gravity and force) and pump stations.
 9. Prepare the Sanitary Sewer Management Plan (SSMP) Update.

10. Selection Process

Proposals will be reviewed by a Selection Committee. Consultants are encouraged to keep their proposals brief and relevant to the specific work required. The Committee will rank the consultants based upon the materials submitted. At the discretion of the Selection Committee, some consultants may be invited to participate in an interview to further discuss qualifications. After interviews, if applicable, the Selection Committee will make a recommendation to the City Manager. If City Manager is agreeable to Selection Committee's recommendation, the selected firm will be contacted and the City will initiate "Best and Final Offer" contract negotiations. If the Selection Committee is

able to arrive at a mutually agreeable Best and Final Offer, the selected firm will be recommended for contract award at the earliest City Council meeting convenient to the City. Final contract award shall be contingent on City Council approval.

The successful consultant will be expected to enter into the attached Professional Services Agreement (PSA) (Attachment A). Any consultant with issues or challenges pertaining to the City's standard PSA must advise the City as part of the consultant's proposal. It shall be the responsibility of prospective consultants to review all sections and exhibits of the PSA, including insurance requirements. Otherwise, the City will assume that the consultant is able to enter into the PSA and fulfill all terms and requirements set therein.

The Sewer Master Plan will be funded with CDBG funds requiring the selected Consultant to comply with all applicable federal regulations, see Attachment "B".

11. Proposal Format

Proposals shall include the following items:

A. Cover Letter

- i. The name, address, phone number, and email address of consultant's contact person for the remainder of the selection process.
- ii. Any qualifying statements or comments regarding the consultant's proposal, the information provided in the RFP, or the proposed PSA.
- iii. Identification of sub-contractors and their responsibilities.

B. Company Qualifications

This section shall not exceed two pages. Provide: the firm's general qualifications, location of the office from which services will be provided, licenses and certifications possessed by firm; the type of entity, the names of the firm's officers, principals and owners.

C. Discipline Specific Experience

A list of similar projects completed, including a brief scope of work and other relevant information no older than five years; and

D. References

Provide a minimum of three (3) public agency references.

E. Scope of Work

This section shall not exceed 5 pages. Please provide your proposed scope of work for completing the Sewer Master Plan, including but not limited to the project components here in. The selected consultant should showcase their understanding of the necessary steps and components to completing the Plan.

F. Project Staff Qualifications

- i. Provide a Project organization chart showing the names and responsibilities of key personnel to be assigned to provide the subject services.
- ii. Provide the total number of hours each person on the project team will work on each project task.
- iii. Provide resumes for each team member assigned to perform services for project.

G. Project Schedule

Show milestones that include all work by sub-consultants and progress submittals to the City. For scheduling purposes, show 10 working days for City review of each submittal. The Project duration is 18 months and will be modified as needed due to the potential lack of wet weather events for flow monitoring tasks.

H. Cost Proposal

Submit a chart identifying each task required to complete the identified scope of work. Each task shall include the total hours each Project Team member will work on the task, their hourly rate and a total cost per task. A grand total for all tasks including an estimate for deliverables shall be provided. This grant total shall be identified as a “not-to-exceed” fee in the Professional Services Agreement the City will execute with the selected consultant.

Proposals should be submitted via email to Elva Patino, Business Manager at epatino@dinuba.ca.gov by no later than **3:00PM on March 27, 2026**. The subject line of the email should clearly be labeled “Sewer System Master Plan Update”.

12. Consultant Selection Procedure & Schedule

Selection Procedure - The City will evaluate proposals submitted, and select the most qualified consultant for the services being offered. In evaluating the proposals, the City will consider and weigh the following factors:

- 15% - Completeness of the proposals and compliance with the required format.
- 40% - Experience and qualifications of the firm and the Project team members.
- 25% - Approach and understanding to provide services in an efficient and cost effective manner and in compliance with applicable standards and requirements.
- 10% - Cost Proposal.
- 10% - References and performance records on similar assignments.

Selection Schedule - The following estimated schedule will be used for the procurement of services:

- A. Request for Proposals AnnouncedFebruary 13, 2026
- B. Deadline for QuestionsFebruary 27, 2026
- C. Response to Questions.....March 6, 2026**
- D. Request for Proposals DueMarch 27, 2026
- E. Consultant Interviews, if Applicable.....April 6 - April 10, 2026
- F. Contract Negotiations CompletedApril 10, 2026
- G. Award of Contract by City CouncilMay 12, 2026

The City reserves the right to alter the schedule as may be necessary.

** Responses to questions will be posted on the City’s website www.dinuba.org.

13. General Conditions

- A. The City of Dinuba shall not be liable for any pre-contractual expenses incurred by any proposing firm (proponent) in response to this RFP, nor shall any proponent include such expenses as part of the proposed cost. Pre- contractual expenses include any expense incurred in preparing a proposal and negotiating any terms with the City.
- B. The City reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services will be made to the Consultant that is best qualified and most responsive in the opinion of the City.
- C. The City reserves the right to reject any and all Proposals. The City expressly reserves the right to postpone the opening of submittals for its own convenience and to reject any and all submittals responding to this RFP.
- D. Consultant must agree to indemnify, hold harmless and defend the City, its officers, agents and assigns from any and all liability or loss resulting from any suits, claims, or actions brought against the City which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the Agreement.
- E. Consultant, at its own cost and expense, shall procure and maintain insurance coverages as required by the Professional Services Agreement (Attachment A).
- F. Consultant will be required to comply with all applicable labor laws including those applicable to equal opportunity employment provisions.
- G. Consultant is required to have in full force and effect all licenses and permits required by all applicable laws. Consultant shall obtain a City of Dinuba Business License during the term of the Agreement.
- H. Consultant, its agents, and employees shall comply with all laws, ordinances, rules and regulations of the Federal and State governments, the County of Tulare, the City of Dinuba and all governing bodies having jurisdiction applying to work done under the Agreement.
- I. The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the Consultant.

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- J. Consultant shall not sublet any portion of the Agreement with the City without express written permission of the Director of Public Works or his/her designated representative.
 - K. The City reserves the right to review and approve qualifications of subcontracting firms or persons. Substitutions that are not approved are considered sufficient grounds for termination of the Agreement.
 - L. The City, or any of its duly authorized representative, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time and work records, employment records, or other records relating to personnel employed by the Consultant. Such material, including pertinent cost accounting, financial records and proprietary data, will be kept and maintained by Consultant for a period of at least four years after completion of a Consultant's performance unless the City's written permission is given to dispose of same prior to that time.
 - M. All response to this RFP shall become the property of the City of Dinuba and will be retained or disposed of accordingly.
 - N. No amendments, additions, or alterations shall be accepted after the submission deadline.
 - O. All documents, records, designs, and specifications developed by the Consultant in the course of providing services to the City, shall become the property of the City. Anything considered proprietary should be so designated by the Consultant.
 - P. Acceptance by the City of any qualifications submitted pursuant to this RFP shall not constitute any implied intent to enter into an Agreement for services.
 - Q. The City reserves the right to issue written notice to all interested parties of any change in the qualifications submission schedule should the City determine, at its sole discretion, that such changes are necessary.
 - R. Consultant shall be advised that the subject project is funded with federal CDBG funds. Therefore consultant shall comply and adhere to all applicable federal regulations as described in Attachment "B".

7. Protest Procedures

Because it is essential that bidders, offerors, and contractors have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the Purchasing Division to offer all bidders, offerors, and contractors the opportunity to appeal award of purchase of contracts. The following procedures shall apply in regard to appeals by prospective bidders, offerors, or contractors:

- a. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of an Agreement may protest to the City of Dinuba Purchasing Agent and/or Administrative Services Director. Appeals must be submitted in writing within five (5) working days after such aggrieved person knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto.

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- b. Appeals shall be submitted to the City of Dinuba Purchasing Agent, 405 E. El Monte Way, Dinuba, CA 93618. Appeals should address only areas regarding the proposal.

8. Transfer of Records

It is the intent of the City that the work effort be conducted in a manner that maximizes the City's flexibility regarding follow-up studies or design related efforts and other City projects. Software and software programs that would be necessary to achieve this shall be made available to the City at the end of this project. The use of proprietary software, which cannot be made available to the City at the end of this project, will not be allowed.

All records (project reports, meeting notes, data files, project data, original tracings, maps, field sketches, flow data, design calculations, graphic originals, electronic files, etc.) generated shall be the property of the City and shall be turned over to the City upon completion or as directed.

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF DINUBA AND _____**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this ____ day of _____ 20__, by and among the City of Dinuba, a California municipal corporation ("CITY") and _____ ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of eighteen (18) months from the date of execution of this AGREEMENT, as first shown above, or until both parties express in a writing that the services to be performed under this AGREEMENT are completed. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES". EXHIBIT "A" "SCOPE OF SERVICES" IS HEREBY INCLUDED AS AN OPERATIVE PART OF THIS AGREEMENT.

SECTION 3. ADDITIONAL SERVICES

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT

- (a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" EXHIBIT "B" "COMPENSATION" IS HEREBY INCLUDED AS AN OPERATIVE PART OF THIS AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed (**??**) **dollars**, unless additional compensation is approved in writing by the City Council or City Manager.
- (b) Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

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- (c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.
 - (d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT'S work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT'S work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT'S work shall be deemed to have been accepted. CITY'S acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT'S work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

- (a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT'S performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.
- (a) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT'S address indicated for receipt of notices in this AGREEMENT.

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- (b) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT'S business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors in interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

- (a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by the City Council or City Manager or his or her duly authorized representative.
- (b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT'S officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT'S officers, employees or agents are in any manner officials, officers, employees or agents of CITY.
- (c) Neither CONSULTANT, nor any of CONSULTANT'S officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any right CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY. Furthermore, Consultant agrees to be subject to the duties and obligations set forth in Section 15 of this AGREEMENT pertaining to indemnification if such liability arises against City for violation of this section.

SECTION 13. CONFLICTS OF INTEREST.

- (a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT'S performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.
- (b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- (a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.
- (b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a

subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

- (c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of CONSULTANT'S conduct.
- (d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

- (a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, and hold harmless INDEMNITEES from and against, any and all liabilities, damages, judgments, reimbursement of reasonable related costs and expenses, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring to the extent found to be as a result of or caused by the CONSULTANT'S negligent performance of or negligent failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.
- (b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT shall reimburse City's reasonable defense costs tied directly to CONSULTANT'S determined percentage of fault as set forth in California Civil Code 2782.8 as it is written as of the date of this Agreement. Furthermore, per Civil Code 2728.8, a design professional consultant shall only be liable to the extent specified in Civil Code 2728.8. Upon notice from City, CONSULTANT shall defend INDEMNITEES by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT'S obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.
- (c) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be

so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT'S obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or delegate any portion of this AGREEMENT or the performance of any of CONSULTANT'S duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT'S staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT'S staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

- (d) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.
- (e) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.
- (f) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.
- (g) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT'S possession shall be returned to CITY.

CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:

Luis Patlan, City Manager
405 E. El Monte Way
Dinuba, CA 93618

To CONSULTANT:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. The parties further agree that this Agreement is entered into and to be performed in Tulare County, California. To the fullest extent permitted by law, the parties waive the venue removal provisions pursuant to California Code of Civil Procedure § 394.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its costs for the litigation including expert witness fees and a reasonable sum and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. COUNTERPARTS.

This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an

original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties as of the date of the last signing party.

SECTION 32. SEVERABILITY.

If an term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF DINUBA

CONSULTANT:

By _____
Name and Title _____

By _____
Luis Patlan
City Manager

APPROVED AS TO FORM:

Chad M. Lew, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

EXHIBIT "C"

INSURANCE

- A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager or City Attorney, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:
- a. Workers' compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$500,000 per accident.
 - b. Comprehensive general liability insurance with a combined single limit of not less than \$500,000 per occurrence covering injury to or death of any person or persons, and with limits of not less than \$500,000 per occurrence covering property damage. Such insurance shall 1) name the City of Dinuba, its appointed and elected officials, officers, employees and agents as insured; and 2) contain an endorsement that this insurance may not be canceled or reduced until thirty (30) days after the City Manager has received notice of such cancellation or reduction.
 - c. Comprehensive automobile liability insurance with a combined single limit of not less than \$500,000 covering per occurrence covering injury to or death of any person or persons, and with limits of not less than \$500,000 per occurrence covering property damage. Such insurance shall 1) name the City of Dinuba, its appointed and elected officials, officers, employees and agents as insured; and 2) contain an endorsement that this insurance may not be canceled or reduced until thirty (30) days after the City Manager shall have received notice of such cancellation or reduction.
- B. Insurance policies required by this AGREEMENT shall contain the following provisions:
- a. All Policies: Each insurance policy required by this paragraph shall be endorsed and state that the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to Elva Patino, Business Manager, 405 E. El Monte Way, Dinuba, CA 93618.
 - b. Workers' Compensation and Employer's Liability Coverage: Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONSULTANT.
 - c. General Liability and Automobile Liability Coverages:
 - i. CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

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- ii. CONSULTANT'S insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT'S insurance.
 - iii. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Other provisions:

- a. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.
- b. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- c. CONSULTANT shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.
- d. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- e. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

ATTACHMENT B

CDBG Contract PROVISIONS

FEDERAL TERMS AND CONDITIONS:

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). The CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

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1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
 2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
 3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
 4. The Contractor 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 workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and 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 Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The Contractor 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
 9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
 10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
 11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
 12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no

other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE:

Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS: Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested sub bids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.eov/hq/bep>, or via mail at: D/M/WBE Listing for County, Caltrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.