

CITY OF TRINIDAD
REQUEST FOR PROPOSALS (RFP)
Active Transportation Program Non-Infrastructure Services

Request Closing Date: December 6, 2019

Request Contact Person: Becky Price-Hall, Project & Grant Coordinator
Email: rpricehall@trinidad.ca.gov

Notice Inviting Proposals and Introduction:

The City of Trinidad is requesting proposals (RFP) for Active Transportation Non-Infrastructure services.

The Trinidad Bicycle & Pedestrian Education Program will be funded with Caltrans Active Transportation dollars and will require the Consultant to follow all pertinent local, State, and Federal laws and regulations.

Total amount payable to the Consultant shall not exceed \$16,760 and with a performance period of the contract from the date approved by Council to the June 30, 2021.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP, if issued, will be posted on the website below and sent via email to all interested prospective Consultants that have provided an email address to the City of Trinidad at cityclerk@trinidad.ca.gov. The RFP and any addenda will be posted on the City of Trinidad website at: <http://trinidad.ca.gov>.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Submit five (5) hard copies of the Consultant's proposal. The hard copies shall be mailed or submitted to the City of Trinidad, PO Box 390, Trinidad, CA 95570 prior to **2:00 P.M., December 6, 2019**. Proposals shall be submitted in a sealed package clearly marked "**ATP Non-Infrastructure Services**" and addressed as follows:

City of Trinidad
PO Box 390
409 Trinity Street
Trinidad, CA 95524

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

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 2:00 P.M., **December 6, 2019**.

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

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

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

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

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation: December 6-9, 2019

Contract Award and Notice to Proceed: December 10, 2019

The City of Trinidad requires that Respondents restrict all contact and questions regarding this RFQ to the individual named below. Any questions related to this RFP shall be submitted in writing to the attention of Becky Price-Hall in writing via email at rpricehall@trinidad.ca.gov. Questions shall be submitted before 1:00 PM on November 29, 2019.

No oral question or inquiry about this RFP shall be accepted.

Deadline Submission: December 6, 2019 by 2:00 p.m.

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Project Description and Background

The City of Trinidad is working to improve conditions for walking and bicycling within the current city limits and expand the network of opportunities for multi-modal transportation, including bicycling, walking and other forms of active transportation. Focusing on non-motorized modes of transportation, we hope to improve safety and mobility and increase the number of people walking and biking.

The Trinidad Bicycle and Pedestrian Education Program is designed to encourage Trinidad residents and community members to use active modes of transportation and educate them about bicycle and pedestrian safety. The program will include setting up an Active Transportation booth at the annual Trinidad Fish Festival to show posters of the City's pedestrian and bicycle improvements, including the Van Wycke Trail improvements. A Trinidad Bicycle and Pedestrian Route Map will be prepared for dissemination at the Fish Festival, at City Hall and at other venues as appropriate. A Bicycle Rodeo will be planned and implemented that is geared to teach children about bicycle and pedestrian safety and encourage use of active modes of transportation. The Consultant will work with City staff, agency partners, the County Sheriff deputy, Trinidad School staff and others to coordinate preparation of events, posters and maps.

This is a Caltrans-funded Active Transportation Program non-infrastructure project associated with the Van Wycke Bicycle and Pedestrian Connectivity Project.

Scope of Services:

Note: *The final Scope of Services is subject to change following the selection process and negotiations with the selected individual(s) and/or firm(s). Therefore, the City reserves the right to make revisions. The final contract will comply with Caltrans' Mandatory Fiscal Provisions, including labor/wage requirements, and fiscal management provisions.*

SCOPE OF WORK

General:

The City of Trinidad is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to the Trinidad Bicycle & Pedestrian Education Program.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference: ATP Grant requirements, federal laws, state laws, local laws, City rules and regulations, rules and regulations of other authorities with jurisdiction over the procurement of products.

The Consultant shall comply with all insurance requirements of the City of Trinidad, included in the sample contract in Attachment 2.

Services to be Provided:

The Consultant selected shall provide all services to complete the Trinidad Bicycle & Pedestrian Education Program. Specifically, the Consultant selected will be required to complete the following:

- **Project Management** – Submit progress reports to City of Trinidad for the project.
- **Education** – provide educational information, classes, and bike rodeos to inform classrooms of opportunities, safety, and navigation of the existing/proposed sidewalk and bike and pedestrian trails.
- **Encouragement** – coordinate special events and activities to promote ongoing walking and biking in the City of Trinidad.
- **Evaluation** – Assist with pre and post active travel (bicycle and pedestrian) counts using approved Caltrans methodology.
- **Enforcement** – Collaborate and coordinate with local law enforcement and stakeholders to increase safe driving, cycling and pedestrian practices around the City of Trinidad.
- **Contract Term** – Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.
- **Method of Payment** – Lump Sum Fee. The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

Minimum Qualifications of Personnel – The Consultant shall meet the appropriate minimum qualifications as required by this contract.

Materials to be provided by the Agency - The Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order. Materials (if deemed applicable, necessary, and when available) that may be furnished or made available by the City of Trinidad and where listed in the individual Task Orders and this Contract, are for the Consultant's use only, shall be returned at the end of the Contract.

Work to be performed by the Agency:

Task Name A:			Active Transportation Information Booth at Trinidad Fish Festival	
Task Summary A:			Disseminate information about non-motorized routes and bike/pet safety education	
	Start Date	End Date	Task Activities A	Deliverables A
1.	Apr-21	Jun-21	Prepare project information poster	Bicycle & Pedestrian Connectivity Project Poster
2.	Apr-21	Jun-21	Prepare bike/ped safety information poster	Bicycle and Pedestrian Safety Poster
3.	May-21	Jun-21	Set-up, staff, take down informational booth	Staff informational booth
Task Name B:			Trinidad Bicycle and Pedestrian Route Map	
Task Summary B:			Prepare map showing bicycle and pedestrian routes in and around Trinidad	
	Start Date	End Date	Activities B	Deliverables B
1.	Jan-20	Jun-20	Pre and Post Project Active Travel Volume Counts using Caltrans approved methodology.	Pre-project active travel count report Post-project active travel count report
2.	Jan-20	Feb-21	Design and Prepare Map	Active Transportation Program meeting notes Trinidad Bicycle and Pedestrian Route Map
3.	Feb-21	Mar-21	Distribute Map	Deliver 500 copies of map brochures to City
Task Name C:			Bike Rodeo	
Task Summary C:			Educate public and children about active modes of transportation and bike safety.	
	Start Date	End Date	Task Activities C	Deliverables C
1.	Jan-20	May-21	Bicycle Rodeo Planning	Event Agenda
2.	Jan-21	May-21	Outreach	PSAs and press releases
3.	May-21	May-21	Bicycle Rodeo Implementation	Bicycle Rodeo Event

Other Terms and Conditions:

Conflict of Interest Requirements - The Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest. If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the City Contract Manager regarding the conflicts of interest. The City Contract Manager may terminate the Task Order involving the conflict of interest and the City may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify City Contract Manager may be grounds for termination of the contract for default pursuant to Appendix C, Consultant Contract, Section C, *Suspension and Termination*.

The City reserves the right to reject any or all responses. The City reserves the right to waive any variances from the original Request for Proposals' specifications in cases where the variances are considered to be, in the sole discretion of the City, in the best interests of the City.

All proposals submitted in response to this RFP shall become the property of the City. The City retains the right to use any or all of the information presented in any proposal to the RFP, whether amended or not. Selection or rejection of the proposal does not affect this right.

Contract(s) shall be awarded to the applicant(s) determined to be the best qualified to meet the City's needs, with a mutually agreeable start date.

Appendix A. Proposal Requirements

If you or your firm is interested in the opportunity to provide services to the City for this program, please provide the following information in the Consultant Proposal:

- Firm or Individual Name, Address, Telephone Number, Email Address, Website address and Year Organized of the firm or person submitting the proposal;
- Description of work and overall approach, specific techniques that will be used, and administrative and operations expertise to be used.
- Workplan and Work Schedule – include activities, tasks and their delivery schedule.
- Personnel – list of personnel who will be working on this project, and their qualifications and resumes.
- Resources – If applicable, explanation of what type of equipment is needed to perform services.
- If applicable, identify all subcontracts to be used, description of each and the work by each subconsultant. Subconsultant resumes should be provided. No work shall be subcontracted unless listed in the proposal.
- A description of capabilities to satisfy the requirements of this RFP; including any previous experience or services provided to jurisdictions similar in scope and size, demonstration of technical ability to deliver and administer active transportation education & outreach projects;
- Provide a minimum of three (3) references for *similar* services only, who can attest to the Respondent’s knowledge, quality of work, timeliness, diligence, and professionalism. Respondent must include names, contact persons, and phone numbers for all references;
- Conflict of interest statement.
- Consultant Fee schedule.
- The proposal shall include a cost proposal itemizing labor and other costs for each task of the proposal including staff name and position, hourly rate, number of hours, total task hours, total labor costs and other costs. All subconsultants should be included. Cost proposal shall be included with the proposal and will be a part of the evaluation criteria. Cost proposal format may differ from sample but must show all required fields.

Sample Cost Proposal format					
Task	Name/title	Hourly rate	Task hours	Total Labor	Total Task Budget
Task A	List each individual				
Total Task A					
Task B					
Task C					
Other Costs:	List reimbursable costs for each task				
Total Budget					\$

Appendix B. Proposal Evaluation

Evaluation Process

Proposals will be evaluated by a City of Trinidad Selection Committee (Committee). The Committee may be composed of City of Trinidad staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee.

All contacts during the evaluation phase shall be through the City of Trinidad Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

Evaluation Criteria:

These criteria are to be utilized in the evaluation of the Proposals of those respondents to be considered.

Consultant/Firm Name:		
Criteria	Max Points	Score
Consultant Proposal	15	
Cost Proposal	35	
Staff Qualifications and Approach	15	
Project Workplan and Work Schedule	20	
Project References	20	
Conflict of Interest Statement	Pass/Fail	
References	15	
Evaluator Name: _____ Signature: _____ Date: _____	Total Score:	

Appendix C. Sample Consultant Contract

SAMPLE
PROFESSIONAL SERVICES AGREEMENT
City of Trinidad / CONSULTANT

This Agreement for Services (Agreement) is dated for identification this [date], and is made by and between the City of Trinidad (referred to as City) and [consultant], a [entity type] (referred to as “Consultant”) whose address is _____. Hereinafter, the City and Consultant collectively shall be referred to as “the Parties.”

RECITALS

- A. City desires professional services to assist in certain work described briefly as Trinidad Bicycle and Pedestrian Education Program Non-Infrastructure work, referred to herein as the “Services” or “Project”.
- B. Consultant has demonstrated that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- C. Conflict of Interest: Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, City does hereby engage CONSULTANT, and CONSULTANT agrees, to perform the services set forth herein in accordance with the following terms and conditions:

- 1. **Description of Services.** CONSULTANT agrees to perform services as set out in Exhibit A, “Scope of Work, Compensation” attached hereto and incorporated herein.
- 2. **Standards of Performance.**
 - A. *Standard of Care.* The standard of care for all professional services performed or furnished by CONSULTANT under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
 - B. *Accuracy of services.* City shall not be responsible for discovering deficiencies in the technical accuracy of CONSULTANT’s services. CONSULTANT shall correct any such deficiencies in technical accuracy without additional compensation except to the extent that such corrective action is directly attributable to deficiencies in City furnished information. However, City shall

be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to CONSULTANT pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this agreement.

C. *Special Conditions.* CONSULTANT shall comply with all additional terms set forth in Exhibit B “Special Conditions,” if any are so required: _____Special Conditions; _____No Special Conditions.

3. Compensation for Services, Payment.

A. *Compensation.* City shall pay CONSULTANT as set forth in Exhibit A, not to exceed \$_____.

B. *Preparation and Submittal of Invoices.* CONSULTANT shall prepare and submit its invoices to City no more than once per _____[month; quarter] and no later than the 15th day of each _____[month; quarter].

C. *Payments.* All reasonable efforts will be made by City to pay undisputed invoices within 30 days of receipt. If City contests an invoice, City may withhold that portion so contested and pay the undisputed portion.

D. *Withholding of Payment.* City may withhold all or any portion of the funds provided for by the Agreement in the event that the CONSULTANT has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the CONSULTANT fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. Commencement, Completion.

A. *Commencement.* Services of CONSULTANT shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until [date]. No work, services, material or equipment shall be performed or furnished under this Agreement until the City has delivered a fully executed Agreement to the CONSULTANT. A signed Agreement is considered notice to proceed.

B. *Time for Completion.* CONSULTANT shall complete services as set forth in Exhibit A. If City authorizes changes in the scope, extent, or character of the Services, then the time for completion of CONSULTANT’s services, and the rates and the amounts of CONSULTANT’s compensation, shall be adjusted equitably. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then City shall be entitled to the recovery of proximate damages resulting from such failure.

C. *Suspension and Termination.*

1) Suspension. At any time and for any reason, the City may temporarily suspend the Services upon five days’ written notice to CONSULTANT. In such event, CONSULTANT shall perform no additional services under this Agreement until the City has provided written notice to CONSULTANT to re-commence Services.

- 2) Termination. The obligation to provide Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party. Notwithstanding the forgoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceed diligently to cure such failure within no more than 30 days of receipt thereof; provided however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 3) Project Suspension or Abandonment. The City may for any reason and at any time suspend indefinitely the Services and/or abandon the Project, or any part thereof, upon written notice to CONSULTANT.

D. *Payments Upon Termination*. In the event of any termination under this section 4, CONSULTANT will be entitled to invoice the City and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

E. *Delivery of Project Materials to City*. Prior to the effective date of termination, the CONSULTANT will deliver to City all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work or other materials for which City has compensated Consultant, and all such material shall become the property of the City upon delivery.

5. *Independent Contractor*. CONSULTANT, in performing Services, shall act as an independent contractor and shall have control of his/her work and in the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the City. CONSULTANT is not to be considered an agent or employee of the City. CONSULTANT agrees to furnish at his/her own expense all tools, equipment, services, labor, and materials necessary to complete all requirements of this Agreement.
6. *Insurance Requirements*. CONSULTANT shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Required if Consultant has employees.
- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per

- employee; \$1,000,000 Disease per policy.
- Required Evidence of Coverage: Properly completed Certificate of Insurance.

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, **(Entity)** requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by **(Entity)**. Consultant is responsible for any deductible or self-insured retention and shall fund it upon **(Entity's)** written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving **(Entity)**.
- **(Entity)** shall be endorsed as an additional insured for liability arising out of operations by or on behalf of the Consultant.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("F" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to **(Entity)** as an additional insured shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by **(Entity)**.
- The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to **(Entity)** is primary and non-contributory; and
 3. Properly completed Certificate of Insurance.

C. Professional Liability/Errors & Omissions Insurance

- Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by **(Entity)**.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- Coverage applicable to the work performed under this agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or

(3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

- Required Evidence of Coverage: Properly completed Certificate of Insurance.

D. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this agreement or any extensions of the term.
- Coverage shall apply to hired and non-owned autos.
- Required Evidence of Coverage: Properly completed Certificate of Insurance.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference: **(Contract number or project name)**.
- The name and address for Additional Insured endorsements and Certificates of Insurance is: **(Exact name and address)**
- Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

7. Indemnity: When the law established a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless City and any and all of its boards (including the council, boards, commissions, committees and task forces), officials, employees and agents (collectively, "indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-contractors or any entity or individual for which CONSULTANT shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the City, and any and all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of CONSULTANT.

CONSULTANT's responsibility for defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8. Subcontracting: No services covered by the Agreement shall be subcontracted without the prior written consent of the City. In the event subcontracting is approved, the following shall apply:
 - A. CONSULTANT shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
 - B. Each subcontractor shall be obligated to Consultant and the City in the same manner and to the same extent as CONSULTANT is obligated to the City under this agreement. If hiring a subcontractor to perform any Services, the subcontractor shall include in the sub-contract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said subcontractor's scope of work.
 - C. CONSULTANT shall furnish a copy of the Agreement's insurance and indemnity provisions to all subcontractors upon request. Upon request from the City, Consultant shall provide insurance certificates and endorsements of its subcontractors.
9. Document Submission and Title to Documents: CONSULTANT agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work or other materials produced in the performance of this Agreement is considered work made for hire and shall become the property of the City upon delivery. City may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
10. Permits and Licenses: Prior to execution of the Agreement, the CONSULTANT shall obtain and maintain throughout the Agreement period all licenses required by law including but not limited to a valid City of Trinidad business license.
11. Modification, Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the Parties.
12. Assignment: This Agreement is not assignable by the CONSULTANT, either in whole or in part.
13. Audit of Records: CONSULTANT shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four years from the date of final payment to CONSULTANT. All such records shall be clearly identifiable. CONSULTANT shall allow City representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.
14. Designated Representatives: With the execution of this Agreement, CONSULTANT and City shall designate specific individuals to act as CONSULTANT's and City's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of City under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party.

15. Governing Law: This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceedings that may be brought from or connected in any way to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of any of the law of any other forum. Venue shall be fixed in Humboldt County.
16. Disputes: City and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.
17. Entire Agreement: This agreement together with the exhibits identified below constitutes the entire Agreement between City and CONSULTANT for the Services and supersedes all prior written or oral understandings.
18. Nondiscrimination: CONSULTANT shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies 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; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
19. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, mailed postage prepaid, or commercial courier service. All notices shall be effective upon the date of the receipt.
20. Severability/Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, it shall be severable from the remainder of the Agreement and all remaining provisions shall continue to be valid and binding upon City and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The Parties agree that all other provisions of this Agreement shall have force and effect and not be affected thereby.
21. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
22. Timeliness: Time is of the essence in the performance of this Agreement. CONSULTANT shall proceed with and complete the Services in an expeditious manner.
23. Waiver: Neither the acceptance of CONSULTANT's work nor the payment thereof shall constitute a waiver of any provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

24. Exhibits Included: The Following Exhibits are attached hereto and incorporated into this Agreement:

- Exhibit A: Scope of Work, Compensation
- Exhibit B: Special Conditions
- Exhibit C: Request for Proposals

In the event of conflict between the terms and conditions of this agreement and those within any Exhibit hereto, the terms and conditions of this Agreement shall prevail over any Exhibit hereto.

25. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees in such litigation or arbitration.

DESIGNATED REPRESENTATIVES:

CITY:

Name: Becky Price-Hall
 Title: City of Trinidad
 Phone: 707-499-6454
 Email: rpricehall@trinidad.ca.gov

CONSULTANT:

Name: _____
 Title: _____
 Phone: _____
 Email: _____

IN WITNESS WHEREOF, this Agreement is executed by the City of Trinidad and by CONSULTANT. The person executing this Agreement on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind Consultant to the performance of its obligations hereunder.

CITY:

By: Eli Naffah
 Signature _____
 City Manager
 Date: _____

Address: City of Trinidad
 409 Trinity Street
 PO Box 390
 Trinidad, CA 95570

CONSULTANT:

Firm Name: _____
 By: _____
 Signature: _____
 Title: _____
 Date: _____
 Address: _____
 Employer Tax ID # _____