

CITY OF WILLOWS REQUEST FOR QUALIFICATIONS AND PROPOSALS

CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION SERVICES

*WILLOWS MOBILITY, RECREATION, AND BEAUTIFICATION PROJECT
AT SYCAMORE PARK AND POOL*

Item	Information
Issue Date	Friday, September 11, 2026
Questions Due	Tuesday, September 30, 2026 at 2:00 p.m..
Proposals Due	Wednesday, October 7, 2026 at 2:00 p.m.
City Contact	Joe Bettencourt, Community Development & Services Director
Email	jbettencourt@cityofwillows.org
Mail / Delivery Address	201 N. Lassen Street, Willows, CA 95988

Selection will be qualifications-based. Fee information will be segregated and will not be used to rank technical proposals.

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- Form 1 — Proposal Checklist and Acknowledgments
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1. Solicitation Purpose

The City of Willows (“City”) invites qualified firms to submit statements of qualifications and proposals to provide construction management, contract administration, and part-time construction inspection services for the Willows Mobility, Recreation, and Beautification Project at Sycamore Park and Pool (“Project”). The selected consultant will act solely as the City’s construction management and inspection consultant and will coordinate closely with City staff, DCCM Infrastructure, Inc. as the City Engineer, Willdan, Inc. as Engineer of Record, REM Construction, Inc., utility owners, and the City-selected materials testing laboratory.

This solicitation is not a low-bid procurement. The City will rank firms on demonstrated competence and professional qualifications. Fee information must be submitted separately and will not be reviewed or scored until the technical ranking is complete. The City intends to negotiate a fair and reasonable agreement with the highest-ranked firm.

2. Project Background

The Project consists of resurfacing the tennis court area, and critical upgrades to the Community Pool complex including restroom upgrades, pool and pool equipment. Other improvements include new curb ramps and repair sidewalks around the perimeter of Sycamore Park.

The construction contract provides 130 working days from the date stated in the Notice to Proceed. The Project plans and specifications were prepared by Willdan, Inc. and are dated June 2026. On September 8, 2026, the City Council awarded the construction contract to REM Construction, Inc. in the amount of \$3,468,154.30 and authorized the City Manager to execute an agreement for construction management and inspection services within the approved overall Project budget. Construction is anticipated to begin in early October 2026. The construction contract documents, together with all issued addenda and approved contract modifications, control the construction work.

Project Attribute	Current Assumption / Requirement
Owner	City of Willows
Project	Willows Mobility, Recreation and Beautification Project at Sycamore Park and Community Pool Complex
Construction Duration	130 working days from construction Notice to Proceed
Normal Construction Hours	8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise approved
Construction Documents	Plans and Specifications dated June 2026, including applicable addenda and amendments
Engineer of Record / Design Interpretation	Willdan, Inc
Materials Testing	Include in contract
Construction Start	Anticipated mid October 2026; actual start established by construction Notice to Proceed
Construction Contractor	REM Construction, Inc. — construction contract awarded September 8, 2026 for \$3,468,154.30, construction contingency of \$520,223. Total e
Consultant Contract Funding	Primarily Clean California Grant (project is also funded with smaller allocations of Park DIF, County, and Prop 68).

Because the City Council has already authorized the City Manager to execute the construction management and inspection agreement, no additional City Council award action is anticipated following completion of this qualifications-based selection and successful contract negotiation.

3. Procurement Method and Legal Framework

The City intends to conduct this selection in accordance with California Government Code sections 4525 through 4529.5 and the City's applicable purchasing and contracting requirements. Because the requested work includes construction project management services, selection will be based on demonstrated competence and professional qualifications necessary for satisfactory performance, followed by negotiation of fair and reasonable compensation.

- Technical proposals will be evaluated and ranked without consideration of price.
- Fee proposals must be submitted separately in the manner stated in Section 9. The selection panel will not receive fee information before completing the technical ranking.
- The City will begin fee and contract negotiations with the highest-ranked firm. If the City determines that a satisfactory agreement cannot be reached, it may terminate negotiations and proceed to the next-ranked firm.
- Award is contingent on required City approvals, availability of funds, execution of an agreement acceptable to the City, and satisfaction of all insurance, licensing, registration, conflict-of-interest, and legal requirements.
- The City may reject any or all proposals, cancel or amend the solicitation, waive immaterial irregularities, request clarification, conduct interviews, or issue a new solicitation when the City determines that doing so is in its best interest.

Nothing in this solicitation authorizes a consultant to practice architecture, engineering, land surveying, contracting, or any other regulated profession without the licenses or registrations required by California law. Any engineering judgment or design interpretation must be made by an appropriately licensed professional and must be coordinated with the City Engineer or Engineer of Record.

4. Scope of Services

The following scope establishes the services anticipated by the City and is intended to provide a common basis for all proposals. Each Consultant shall prepare a detailed scope of services based on the information presented in this RFP and other available information. Consultants are encouraged to include items they may deem necessary for this project. The City is seeking full-service construction management and inspection services. The City's project manager will provide oversight, guidance, and assistance with City processes.

4.1 Division of Responsibilities

DCCM Infrastructure, Inc. is under contract with the City as the City Engineer. The Engineer of Record is Willdan, Inc. for this Project. Willdan retains responsibility for design interpretation, professional engineering decisions, design revisions, and other services requiring professional engineering judgment.

Construction Management / Inspection Consultant. The selected Consultant will provide construction management, project documentation, quantity verification, field observation, and construction inspection services described in this solicitation. The Consultant is not being retained as the City Engineer or Engineer of Record and is not expected to provide design engineering services. The Consultant shall not modify the Contract Documents or make design decisions.

Construction Contractor. The Contractor remains solely responsible for construction means, methods, sequencing, supervision, quality control, site safety, protection of persons and property, and compliance with the Contract Documents.

4.2 Construction Management and Inspection Services

- Review the plans, specifications, addenda, construction agreement, bid schedule, contractor's proposal, permits, funding requirements identified by the City, and available design records. The Consultant shall monitor the work of the contractor and its subcontractors for construction contract compliance.
- Schedule, coordinate, and conduct the preconstruction conference and weekly construction coordination meetings with the contractor, City, other agencies, and utility companies as required. Prepare and distribute agenda and minutes for all meetings.
- The Consultant shall be familiar with the latest California Building Codes.
- Receive, log, screen, and route RFIs, submittals, samples, certificates of compliance, shop drawings, and other contractor correspondence. Respond to submittals as appropriate. The consultant may recommend action but may not alter the design or contract requirements without written authorization from the City and, when required, the Engineer of Record.
- Develop a construction management plan identifying lines of authority, communication protocols, required notices, document-routing timeframes, inspection coverage, testing coordination, and procedures for potential changes or disputed work.
- Review and analyze contractor schedule and send out weekly statement of working days to contractor. Track critical activities, identify actual or potential delay, document weather and non-working days, and advise the City regarding recovery measures. Route design questions to the City Engineer or Engineer of Record.
- Collect all contractors and subcontractors certified payrolls and manpower utilization reports. Perform contractor and subcontractor employee interviews following City and State guidelines.
- Maintain a change-management log. Analyze proposed changes, prepare or review independent cost and time estimates, document field conditions, and make recommendations. No consultant employee may authorize extra work, a change in price, or a change in contract time unless expressly delegated in writing by the City.
- Process clarifications and interpretations of the construction contract documents. Prepare and process construction contract change orders and coordinate processing of submittals between contractor, design consultant, City, utility companies and other agencies as required.
- Coordinate with the Building Department for their inspections related to code compliance.
- Coordinate with City staff, the Engineer of Record, the testing laboratory, utility owners, affected agencies, and the construction contractor. Serve as the City's day-to-day construction management contact and maintain regular communication with the City's designated project manager.
- Review monthly payment applications, measured quantities, supporting records, schedule status, certified payroll documentation, test results, and outstanding deficiencies; provide a written recommendation for payment. Final payment approval remains with the City.
- Track the construction budget, approved changes, pending changes, quantities, contingency, and forecasted final cost. Promptly advise the City of potential overruns or claims.

- Coordinate with the consultant-selected materials testing and special inspection services. Maintain a test log, verify that required testing is scheduled, and identify missing, failed, or incomplete test results. The consultant does not replace the contractor's quality-control obligations.
- Receive and document public inquiries or complaints related to construction and coordinate responses with City staff. Do not make commitments on behalf of the City without authorization.
- Maintain contemporaneous records adequate to evaluate disputed work, potential claims, time impacts, and force-account work, including labor, equipment, materials, photographs, quantities, and relevant communications.
- Provide administrative support for applicable state prevailing wage compliance, including collection and completeness review of required certified payroll records. Legal determinations remain with the City, DIR, or legal counsel.
- Perform Construction Inspection.
- Observe work for general conformance with the plans, specifications, approved submittals, permits, and applicable standards; document apparent deviations, deficiencies, or incomplete work.
- Prepare a daily inspection report for every site visit, normally by the next business day. Each report must identify weather, contractor and subcontractor forces, equipment, work activities and locations, approximate quantities, tests, visitors, instructions or discussions, potential changes, delays, safety concerns observed, photographs, and unresolved items.
- Review delivered materials for required identification, certificates of compliance, and approved submittals; coordinate sampling and testing with the testing laboratory.
- Immediately notify the City's project manager of material nonconformance, concealed work occurring without required notice, potential claims, damage to utilities or private property, emergency conditions, or work that may become inaccessible before the next visit.
- Participate in punch-list and final inspections and verify completion of assigned corrective items.

Inspection is for the City's benefit and does not relieve the construction contractor of responsibility for quality control, contract compliance, supervision, site safety, means and methods, or protection of persons and property. The consultant will not control the contractor's work or assume responsibility for the contractor's safety program. The consultant must report observed imminent hazards and follow the City's emergency communication protocol.

4.5 Special Inspection and Testing

Consultant shall retain a material testing firm to perform testing and special inspections as needed for this type of project. Consultant shall include a fee schedule detailing the fees for material testing and special inspections that may be required based on similar project experience.

4.7 Services Not Included Unless Authorized

- Design changes, preparation of signed engineering documents, or services requiring the Engineer of Record;
- construction staking or land surveying, which the construction documents assign to the contractor unless the City directs otherwise;
- legal advice, claims counsel, forensic scheduling, or expert-witness services;

5. Deliverables and Reporting

Deliverable	Minimum Frequency / Due Date
Construction Management Plan / Project Controls	Before or promptly after construction Notice to Proceed
Preconstruction Meeting Agenda and Minutes	Agenda before meeting; draft minutes within 2 business days
RFI, Submittal, Change, Test, Pay Estimate, and Action Logs	Current at all times; provide with weekly report
Daily Inspection Report and Photographs	Each site visit; normally by next business day
Weekly Progress Summary	Weekly during active construction
Progress Meeting Minutes	Draft within 2 business days after each meeting
Schedule Review / Look-Ahead Comments	With each contractor schedule update and as needed

Deliverable	Minimum Frequency / Due Date
Pay Estimate Recommendation	Within the City-directed review period, with quantity backup
Change Analysis / Independent Estimate	Before City action when practicable
Punch List and Tracking Log	At substantial completion and until resolved
Final Construction Report and Indexed Project File	Within 15 business days after final field completion, unless otherwise directed

All reports must be factual, legible, dated, attributable to the author, and maintained in a format that can be produced as a public record. Material issues must be reported immediately and must not be deferred to a weekly report.

6. Staffing and Minimum Qualifications

- The proposer must be legally qualified to provide the requested construction management and inspection services in California and must maintain any business registrations, licenses, certifications, and DIR registration required for the services the firm actually performs.
- The proposed Construction Manager/Project Manager should have at least five years of directly relevant public works roadway construction management experience, including schedule review, pay estimates, change management, documentation, claims prevention, and closeout. A Certified Construction Manager credential or comparable construction-management certification is desirable but not required.
- The proposed inspector should have at least five years of roadway/public works inspection experience involving asphalt paving, concrete, accessibility improvements, traffic control, utilities, and quantity documentation. Relevant Caltrans, ACI, ICC, QSP, or equivalent training/certification is desirable but may not substitute for demonstrated experience.
- Key staff must be available for the Project and may not be replaced without the City's prior written approval. Any replacement must have equal or better qualifications and must be provided without an increase in negotiated rates unless the City approves otherwise.
- The proposer should identify a practical backup-coverage plan for critical work, illness, or scheduling conflicts. Backup coverage may be provided by the proposer or an approved subconsultant. The City prefers one primary inspector for continuity throughout the Project.
- The consultant and its subconsultants must be independent from the construction contractor and must disclose any current or recent financial, contractual, organizational, or personal relationship that could create an actual or apparent conflict.

7. Project Schedule and Level-of-Effort Assumptions

Item	Assumption for Proposal
Construction Contract Time	130 working days
Fee-Comparison Construction Period	26 five-day workweeks
On-Site Inspection	Assume 60 days FT inspection for site work, with Building Dept doing non-civil inspections separately.
Construction Management Availability	Responsive throughout each construction workweek; proposer to identify anticipated level of effort.
Progress Meetings	Approximately weekly during active construction
Extended Construction	Proposer must provide weekly extension and hourly rates; no extension is guaranteed
Special Inspections and Testing	As required per contract documents
Preconstruction / Closeout	Included as separate lump-sum tasks in fee proposal

8. Proposal Preparation and Submission

8.1 Technical Proposal

Submit a concise technical proposal containing no fee information. The technical proposal shall not exceed 8 single-sided pages, excluding a one-page cover letter, key-staff resumes and required Forms 1 through 5. A table of contents is not required. Do not submit insurance certificates with the proposal unless specifically requested by the City.

1. **Cover Letter**

Provide a brief, one-page letter identifying the firm, primary contact, and individual authorized to negotiate and execute an agreement with the City. Confirm the firm's availability and commitment to complete the services within the City's anticipated schedule. Identify any proposed subconsultants and disclose any actual or potential conflicts of interest. State that the proposal will remain valid for at least 90 days.

2. **Firm and Team Qualifications**

Briefly describe the qualifications of the firm and proposed subconsultants, with emphasis on experience providing similar services for municipal aquatic facilities, parks, recreation facilities, or comparable public projects. Describe the proposed team organization and identify the role and responsibilities of each key team member.

3. **Project Understanding and Approach**

Describe the firm's understanding of the Sycamore Pool and Park Project, including the project's principal goals, challenges, and opportunities. Present a clear and practical approach to completing the services described in the RFP. Include a detailed scope of services identifying specific tasks and any specific considerations and assumptions.

Firms may identify recommended refinements or additional services that would improve the project, provided the reasons and anticipated benefits are clearly explained.

4. **Project Schedule**

Provide a concise schedule showing the major tasks, milestones, deliverables, and anticipated completion date. Identify any information, decisions, or participation needed from the City to maintain the proposed schedule.

5. **Key Staff and Availability**

Identify the proposed construction manager, inspection staff and other key personnel. Describe how the firm will maintain continuity of key staff and provide appropriate backup resources throughout the project. Include concise resumes for key personnel in an appendix.

6. **Relevant Experience and References**

Provide no more than three projects completed or substantially completed within the past 10 years that are most relevant in scope, size, or complexity. At least one example should involve an aquatic facility, swimming pool, or comparable recreational facility, if available. For each project, provide:

- Client and project name
- Project location and brief description
- Consultant's scope and role
- Construction cost
- Completion date or current status
- Client reference name, title, telephone number, and email address

7. **Cost Proposal**

Submit the cost proposal separately from the technical proposal in the manner specified by the City. The cost proposal shall identify labor classifications, estimated hours, hourly billing rates, subconsultant costs, reimbursable expenses, and total proposed fee by task. Include a current fee schedule and clearly identify all assumptions

8.2 Submission Method

Proposals may be submitted electronically by email, mailed, or hand delivered. Electronic proposals shall be emailed to jbettencourt@cityofwillows.org with the subject line "Sycamore Park-Pool CM-Inspection Proposal — [Firm Name]." Attach (1) one searchable PDF containing the technical proposal and attachments, and (2) one separate password-protected PDF containing the Fee Proposal. Do not provide the fee-proposal password unless and until requested by the City after completion of the technical ranking. For mailed or hand-delivered proposals, submit one original technical proposal with Forms 1 through 4 and place cost proposal in a separate sealed envelope clearly marked "FEE PROPOSAL — DO NOT OPEN UNTIL TECHNICAL RANKING IS COMPLETE." Mailed or hand-delivered proposals

shall be addressed to: City of Willows, Attn: Joe Bettencourt, Community Development & Services Director, 201 N. Lassen Street, Willows, CA 95988. Regardless of delivery method, the complete proposal package must be received by the City no later than Wednesday, October 7, 2026 at 2:00 p.m.

A proposal received after the deadline may be rejected. For electronic submissions, the City's email timestamp controls receipt. For mailed or hand-delivered submissions, actual receipt by the City at 201 N. Lassen Street controls; postmarks do not constitute timely receipt. Proposers remain responsible for timely delivery. If an email-size or transmission issue is anticipated, contact the City before the deadline for an approved alternate electronic transfer method. Faxed proposals will not be accepted.

8.3 Proposal Conditions

- Do not include fee, rate, or cost information in the technical proposal.
- Identify all requested exceptions in a single section. Silence constitutes acceptance of the solicitation terms, subject to negotiation of the final agreement.
- Joint ventures must identify the lead firm, legal relationship, allocation of responsibility, and authorized signatory.
- The proposal must be signed by a person authorized to bind the firm.
- All statements and certifications must be true and complete. Material misrepresentation is grounds for rejection or termination.

9. Fee Proposal Instructions

The sealed fee proposal must include the requested task fee, estimated labor hours by staff classification and task, fully burdened hourly rates, subconsultant costs, and reimbursable or other direct costs. Fee information must remain completely separate from the technical proposal and must not be available to the technical evaluation panel before ranking.

- For electronic submissions, submit cost proposal as a separate password-protected PDF attached to the proposal email and do not provide the password unless and until the City requests it after completing the technical ranking. For mailed or hand-delivered submissions, place cost proposal in a separate sealed envelope clearly marked "FEE PROPOSAL — DO NOT OPEN UNTIL TECHNICAL RANKING IS COMPLETE." Do not include any fee or rate information in the technical proposal.
- The City will access only the highest-ranked firm's fee proposal for initial negotiations by requesting the electronic password or opening the sealed fee envelope, as applicable. Fee proposals from other firms will remain inaccessible or sealed unless negotiations with a higher-ranked firm are terminated and the City proceeds to the next-ranked firm.
- Rates must be fully burdened and include wages, prevailing wage obligations if applicable, fringe benefits, payroll taxes, overhead, profit, routine equipment, PPE, software, mobile devices, travel time, mileage, and ordinary reproduction. Separately reimbursable expenses are allowed only when expressly identified, reasonable, and approved in writing before being incurred.
- Provide straight-time, overtime, weekend/holiday, and extended-duration rates. Identify any minimum billing increment. The City will not accept a minimum site-visit charge greater than four hours without express negotiation.
- Fee information is a negotiation tool and is not a technical scoring factor. The City may request backup or audit information necessary to determine that compensation is fair and reasonable.

10. Evaluation and Selection

The selection committee will evaluate all proposals. Ranking will be in accordance with the below Evaluation Scoring table. The City anticipates making the selection based on the written technical proposals and does not anticipate interviews. The City nevertheless reserves the right to conduct brief interviews or request written clarification if necessary to distinguish among the highest-ranked firms. The City may contact references, verify licenses or registrations, and consider documented past performance reasonably related to responsibility and qualifications. Fee will not be scored.

After ranking, the City will access the highest-ranked firm's fee proposal by requesting the electronic fee-proposal password or opening the sealed fee envelope, as applicable, and will negotiate final scope, staffing, schedule, fee, insurance, and contract terms. If a satisfactory agreement cannot be reached, the City may terminate negotiations and proceed to the next-ranked firm. The City Council authorized the City Manager on September 8, 2026 to execute the construction management and inspection agreement within the approved overall Project budget; therefore, no additional

Council award action is anticipated. No work may begin before the agreement is fully executed and the City issues written authorization

A City evaluation panel will evaluate responsive technical proposals using the following criteria:

Criterion	Points
Qualifications, experience, and availability of the proposed Construction Manager/Project Manager and inspector	30
Firm experience and demonstrated performance on comparable projects	20
Understanding of Work	25
Project Approach	20
Cost Proposal	5
TOTAL	100

11. Procurement Schedule

Milestone	Date
Issue RFQ/RFP	Friday, September 11, 2026
Deadline for Written Questions	Tuesday, September 30, 2026 at 2:00 p.m.
City Responses / Anticipated Final Addendum	Friday, October 2, 2026
Technical and Fee Proposals Due	Wednesday, October 7, 2026 at 2:00 p.m.
Proposal Evaluation / Ranking	October 7–10, 2026 (anticipated)
Interviews / Clarifications	Only if necessary
Notice of Highest-Ranked Firm / Negotiations	Promptly following evaluation
Agreement Execution / Consultant Notice to Proceed	As soon as practicable following successful negotiations; anticipated mid-October 2026

The City may modify this schedule by written addendum or notice. Proposers are responsible for monitoring the designated City posting location for changes.

12. Questions, Addenda, and Communications

- Submit all questions in writing to the City contact by the stated deadline. Identify the solicitation and cite the applicable section or construction document page.
- Only a written addendum issued by the City may modify this solicitation. Oral interpretations, site discussions, or statements by City staff are not binding.

- Proposers must acknowledge all addenda. Failure to acknowledge a material addendum may make a proposal nonresponsive.
- From issuance through award, proposers and their representatives may not contact City Councilmembers, evaluation panel members, the construction contractor, or other City employees about the selection except through the designated contact or at a City-authorized meeting. Prohibited contact may result in disqualification.
- Proposers must promptly notify the City of ambiguities, errors, conflicts, or omissions that could materially affect scope, fee, or performance.

13. General Solicitation Terms

- **Proposal Costs.** The City is not responsible for costs incurred in preparing a proposal, interview, clarification, negotiation, or related activity.
- **No Guarantee.** This solicitation does not guarantee award, minimum hours, full use of the base allowance, additional services, or any specific construction start date.
- **Public Records.** Proposals and related records are subject to the California Public Records Act. A proposer must clearly identify any specific material it contends is exempt and state the legal basis. Blanket confidentiality designations are ineffective. The City will make disclosure decisions under applicable law and may require the proposer to defend and indemnify the City concerning a claimed exemption to the extent permitted by law.
- **City Rights.** The City may investigate qualifications, request additional information, reject proposals with material omissions or unacceptable exceptions, negotiate any lawful term, and award no contract.
- **Errors and Withdrawal.** Before the deadline, a proposer may withdraw and replace its proposal by written notice. After the deadline, withdrawal is subject to applicable law and City approval.
- **Ownership.** Proposals become City property upon receipt, subject to applicable law. Copyright in preexisting materials remains with the proposer, but the City may use proposal content for evaluation and contract administration.
- **No Assignment.** A proposer may not assign its proposal or selection status. Subconsultants and key staff may not be changed except with City approval.
- **Governing Law and Venue.** The solicitation and resulting agreement will be governed by California law, with venue in Glenn County unless otherwise required by law.
- **Solicitation Protest.** Any protest must comply with Section 15.

14. Standard Personal Services Contract and Project-Specific Contract Requirements

The selected Consultant will be required to execute the City's Standard Form Personal Services Contract included as Attachment C. In Attachment C, the selected consultant is referred to as the "Contractor." The Contract governs insurance, indemnification, conflicts of interest, records and audit rights, nondiscrimination, independent-contractor status, work product, confidentiality, subconsultants, assignment, suspension and termination, and other standard contractual requirements. Proposers shall review Attachment C and identify any requested exceptions in the technical proposal. Silence will be treated as acceptance of the Contract terms, subject to final negotiation and City approval.

14.1 Authorization, Compensation, and Additional Services

Services may be performed only after execution of the Contract and written Notice to Proceed or other written task authorization issued by the City. The Contract will establish a not-to-exceed amount. Additional work, additional staff or inspection hours, reimbursable expenses, or schedule extensions require prior written authorization by the City's authorized representative. The Consultant proceeds at its own risk for work performed without required authorization.

Invoices must be itemized by task and include employee name or classification, date, hours, rate, authorized expenses, percent complete when applicable, and supporting documentation reasonably required by the City.

14.2 Prevailing Wage and Public Works Compliance

The Project is a California public work. On-site construction inspection and related activities may be subject to California prevailing wage requirements. The Consultant is responsible for determining which employees, tasks, and classifications are covered; maintaining any required DIR registration; paying applicable prevailing wages; and submitting certified payroll or other records when required by law or the City. All compliance costs must be included in the proposed rates and fee.

14.3 Project Authority, Engineering Decisions, and Safety

The Consultant shall perform only the authority expressly assigned by the City. The Consultant may recommend action but may not authorize extra work, change Contract price or time, accept nonconforming work, modify the Contract Documents, or make design or professional engineering decisions. Design interpretation, design revisions, and professional engineering decisions remain with Willdan, Inc. as the Engineer of Record.

The Consultant is responsible for the safety of its own personnel and shall comply with applicable site safety requirements and use appropriate personal protective equipment. The Consultant does not control and is not responsible for the Contractor's means, methods, sequencing, supervision, or safety program, but shall promptly report observed imminent hazards or emergency conditions to the City and Contractor.

14.4 Project Funding

The construction management and inspection agreement will be funded primarily with Clean California Grant. The Consultant shall comply with requirements applicable to those funding sources and to California public works work performed under the agreement.

15. Protest Procedure

A proposer that believes the City materially violated this solicitation or applicable procurement requirements may submit a written protest to the City contact. A protest concerning the solicitation terms must be received before the question deadline. A protest concerning evaluation or intended selection must be received within three business days after the City issues written notice of ranking or intent to award.

The protest must identify the protester, solicitation, challenged action, specific legal and factual grounds, supporting documents, and requested remedy. General disagreement with professional judgment or scoring is not sufficient. The City may request additional information and may stay or continue the procurement as allowed by law. The decision of the City Manager or designee is final for the City's administrative process. This procedure does not extend any statutory deadline or create a cause of action.

**STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
CITY OF WILLOWS
AND
[CONTRACTOR]**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this _____ day of _____ 20____, by and between the CITY OF WILLOWS, a political subdivision of the State of California ("City"), and [NAME OF CONTRACTOR] ("Contractor").

RECITALS

WHEREAS, City desires to retain a person or firm to provide the following services:

_____]; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

[add additional WHEREAS as helpful and appropriate]

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by City, the parties agree to the following:

- I. RECITALS: The above recitals are hereby incorporated and made part of this agreement.
- II. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Attachment A.
- III. ADDITIONAL SERVICES: The City may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of City. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the City in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

IV. CITY FURNISHED SERVICES: The City agrees to:

- A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Attachment A.
- C. Make available all pertinent data and records for review.

V. TERM OF CONTRACT: This Contract shall commence on _____ and shall terminate on _____, unless sooner terminated in accordance with the terms hereunder.

VI. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than _____. Time is of the essence with respect to this Contract.

VII. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Attachment B. Said fees shall remain in effect for the entire term of this Contract.

VIII. MAXIMUM COST TO CITY: Notwithstanding any other provision of this Contract, in no event will the cost to City for the services to be provided herein exceed the maximum sum of \$_____, including direct non-salary expenses. Contractor shall have no claim against City for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that City has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify City and shall immediately repay all such funds to City. This provision shall survive the expiration or other termination of this Agreement.

IX. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by City of an invoice covering the service(s) rendered to date.

[For any services involving a public works or construction project, the City shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by City of the work or termination of this Contract.]

With respect to any additional services provided under this Contract as specified in Paragraph III hereof, Contractor shall not be paid unless Contractor has received written authorization from City for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Attachment B.

Invoices or applications for payment to the City shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the City for funding payment to Contractor.

- X. **[CONTACT RISK MANAGEMENT PRIOR TO ROUTING FOR SPECIAL CONTRACT SITUATIONS, IE: pollution, cyber liability, construction, environmental services, etc.]INSURANCE:** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in

connection with such work or operations. Additional insured should read as follows:

[ADD NAME AND ADDRESS]

- B. **[INCLUDE IF SERVICES BEING PROVIDED INCLUDE USE OF VEHICLES]** Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 **[OR LESS/DIFFERENT – VERIFY WITH RISK MANAGEMENT PRIOR TO ROUTING]** per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

[ADD NAME AND ADDRESS]

- C. The Contractor shall be required to carry **[CHOOSE ONE OF THE FOLLOWING TO INSERT IN THE LINE, OR IF THIS COVERAGE IS NOT NEEDED, DELETE THIS CLAUSE]:** [professional][malpractice][errors & omissions] coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.]

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to City. However, failure to obtain and provide the required documents to City prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the City.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

XI. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed City Workers' Compensation Exemption form) shall be provided to City prior to commencement of work.

XII. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold City harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from City's sole negligence or willful misconduct.

XIII. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status, disability or other status protected by law. This policy does not require the employment of unqualified persons.

XIV. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the City during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XV. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the City.

XVI. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

XVII. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)).

Contractor will permit City to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at City's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from City.

Contractor shall promptly refund any moneys erroneously charged. If City ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XVIII. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties

shall comply with State and Federal requirements regarding confidential information.

XIX. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the City. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to City without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide City with said disk.

XX. TERMINATION:

A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.

B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the City may terminate this Contract by giving five calendar days written notice to Contractor.

C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.

XXI. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the City.

- XXII. **AMENDMENT:** This Contract may be amended or modified only by a written instrument signed by both parties.
- XXIII. **ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to City, as evidenced in writing.
- XXIV. **WAIVER:** No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXV. **SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXVI. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in the County of Glenn, California.
- XXVII. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVIII. **ATTACHMENTS:** All "Attachments" referred to below or attached to herein are by this reference incorporated into this Contract:

Attachment Designation	Attachment Title
Attachment A	Services to be provided by Contractor
Attachment B	Compensation or Fees to be Paid to Contractor
[Attachment C]	[Health Insurance Portability and Accountability Act Supplement]

- XXIX. **DESIGNATED AGENTS:** The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further

action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

XXX. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. **[IF HIPAA IS APPLICABLE, INCLUDE THE FOLLOWING SENTENCE AND ATTACHMENT C; OTHERWISE, DELETE THE FOLLOWING SENTENCE AND REMOVE ATTACHMENT C]** Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health Insurance Portability and Accountability Act Supplement attached to this Contract as Attachment C.

XXXI. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXXII. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to City:

Marti Brown
City Manager
201 North Lassen Street
Willows, CA 95988
530-934-7041
mbrown@cityofwillows.org

If to Contractor:

[CONTACT NAME]
[NAME OF BUSINESS/CONTRACTOR]

[ADDRESS]
[ADDRESS]
[PHONE AND/OR EMAIL]

[THE FOLLOWING COST DISCLOSURE PARAGRAPH IS RARELY NEEDED; IT ONLY APPLIES WHEN THE CONTRACT EXCEEDS \$5,000 AND PROVIDES FOR PAYMENT TO THE CONTRACTOR FOR WRITING A REPORT. DELETE THIS PARAGRAPH IF NOT APPLICABLE]

XXXIII. COST DISCLOSURE: In accordance with Government Code Section 7550, Contractor agrees to state in a separate section of its filed report the dollar amount of this Contract and any related contracts and subcontracts relating to the preparation of the report resulting from this contract.

[THE FOLLOWING PUBLIC WORKS PROJECTS PARAGRAPH IS RARELY NEEDED; IT ONLY APPLIES WHEN THE CONTRACT INVOLVES A PUBLIC WORK. DELETE THIS PARAGRAPH IF NOT APPLICABLE]

XXXIV. PUBLIC WORKS PROJECTS: No contractor or subcontractor may be listed on a bid proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

CITY OF WILLOWS:

CONTRACTOR:

By: _____
Mayor
City Council
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Andrew D. Plett
City Attorney

Risk Management Approval:

By: _____
[NAME]
Risk Management
Director

ATTACHMENT A

SERVICES TO BE PROVIDED BY CONTRACTOR

DRAFT

ATTACHMENT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

DRAFT

ATTACHMENT C

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Rule.

- a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
- b. Covered Entity. "Covered Entity" shall mean the City of Willows.
- c. Designated Record Set. "Designated Record Set" shall mean:
 - (1) A group of records maintained by or for a covered entity that is:
 - a. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- i. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

- k. Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations of Business Associate

Business Associate shall:

- a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as Required By Law.
- b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract
- d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Contract of which it becomes aware.
- e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information.
- f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.
- j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

- m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
- n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

- a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

- a. Term. The Term of these provisions shall be concurrent with the term of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- b. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
- c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
 - a. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

Specific Provisions for Use and Disclosures by Business Associate of PHI Subject to 42 CFR Part 2.

(a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.

(b) Business Associate is a "Qualified Service Organization" as that term is defined at 42 CFR 2.11.

(c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

Miscellaneous

- a. Regulatory References. A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the

requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- c. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy Rule.

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16. Attachments and Required Forms

The following forms are part of this solicitation and must be completed as indicated. Attachment A (Project Plans), Attachment B (Project Specifications and Contract Documents), and Attachment C (City Standard Form Personal Services Contract) are provided separately with the solicitation.

FORM 1 — PROPOSAL CHECKLIST AND ACKNOWLEDGMENTS

	Required Item
☐	Signed one-page cover letter
☐	Technical proposal contains no fee information
☐	Firm and team qualifications
☐	Project understanding and approach
☐	Key-staff resumes and availability / backup coverage
☐	Up to three comparable projects and reference contacts
☐	Required disclosures and any requested contract exceptions
☐	Form 2 - Proposer Information and Certifications
☐	Form 3 - Noncollusion Declaration
☐	Form 4 — Subconsultant List
☐	Form 5 - Government Code Section 84308 Disclosure
☐	Fee Proposal submitted separately as a password-protected PDF or sealed fee envelope, as applicable. Shall identify all key members, including sub consultants, in a work chart, including their name, title, hours per task, hourly rate, total hours, direct labor, overhead, and percentage of work by task. Include total fees for all costs to complete all the tasks.

Addenda acknowledged: No. _____ Date _____ | No. _____ Date _____ | No. _____ Date _____

Firm: _____

Authorized Signature: _____ Date: _____

Printed Name / Title: _____

FORM 2 - PROPOSER INFORMATION AND CERTIFICATIONS

Legal Firm Name: _____

DBA (if any): _____

Business Address: _____

Mailing Address: _____

Authorized Representative: _____

Email: _____

Telephone: _____

Entity Type / State of Organization: _____

Business License Information (if applicable): _____

Applicable Professional / Contractor License No(s). (if required): _____

DIR Registration No(s), if required: _____

Proposed Construction Manager: _____

Proposed Inspector: _____

By signing below, the proposer certifies that:

- The proposer has reviewed the solicitation and project documents and has authority and capacity to perform the proposed services.
- The proposal is true, complete, and valid for 90 days after the due date.
- The proposer and proposed subconsultants are not debarred, suspended, disqualified, or otherwise ineligible to contract with the City, except as disclosed in an attachment.
- All licenses and registrations required for proposed services are active or will be active by the legally required date, and required DIR registrations will be maintained.
- The proposer has disclosed all known actual or potential conflicts, material litigation, terminations for cause, and exceptions.
- The proposer will comply with applicable prevailing wage, payroll, nondiscrimination, public records, conflict-of-interest, and campaign contribution laws.
- The signatory is authorized to bind the proposer.

Exceptions / disclosures attached? ☐ No ☐ Yes (identify attachment): _____

Authorized Signature: _____ Date: _____

Printed Name / Title: _____

FORM 3 - NONCOLLUSION DECLARATION

The undersigned declares: I am the _____ [title] of _____ [firm], the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal; has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to submit a sham proposal or to refrain from proposing; and has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, to fix any overhead, profit, or cost element, or to secure any advantage against the City or anyone interested in the proposed agreement. All statements in this declaration are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 2026, at _____, California.

Signature: _____

Printed Name / Title: _____

Firm: _____

Note: This form is intended to satisfy California Public Contract Code section 7106 to the extent applicable to the proposed services.

FORM 4 — SUBCONSULTANT LIST

List every proposed subconsultant. Attach additional pages in the same format if needed. State "None" when no subconsultants are proposed.

Subconsultant / Address	Scope / Staff	License or DIR No. (if applicable)	Approx. %

The proposer acknowledges that substitution or addition of a subconsultant after selection requires prior written City approval.

Authorized Signature: _____ Date: _____

FORM 5 - GOVERNMENT CODE SECTION 84308 DISCLOSURE

California Government Code section 84308 may require disclosure of campaign contributions made by a party, participant, or agent in connection with a contract proceeding and may affect participation by City officers. This form does not replace the statute or FPPC regulations. Apply the contribution threshold, time periods, aggregation rules, and definitions in effect when the proceeding occurs.

1. Has the proposer, any principal, agent, participant, or person whose contributions must be aggregated made a contribution that is required to be disclosed under Government Code section 84308 to a City officer?

☐ No ☐ Yes — attach a schedule stating contributor, recipient, date, amount, and relevant relationship.

2. Is the proposer aware of any contribution, relationship, or circumstance that could require disclosure, recusal, return of a contribution, or other action under section 84308?

☐ No ☐ Yes — explain in an attachment.

3. The proposer acknowledges a continuing duty to update this disclosure through completion of the City's contract proceeding and to submit any additional form requested by the City.

Firm: _____

Authorized Signature: _____ Date: _____

Printed Name / Title: _____