CITY OF ATWATER, CA

REQUEST FOR PROPOSAL (RFP)

FOR

OCCUPATIONAL HEALTH AND WORKERS' COMPENSATION MEDICAL SERVICES

RFP RELEASE DATE: October 28, 2026

PROPOSALS MUST BE RECEIVED BY
4:00 P.M. on November 12, 2026

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INTRODUCTION

The City of Atwater (hereinafter referred to as the "City") is requesting proposals from qualified occupational health providers to furnish comprehensive Occupational Health and Workers' Compensation Medical Services. The selected provider shall offer timely examinations, testing, medical evaluations, occupational injury and illness assessments, treatment and follow-up services, work-status reporting, and return-to-work coordination for City applicants and employees, including public safety and safety-sensitive positions, as applicable to the services proposed and authorized by the City.

All proposals must be received by the City no later than 4:00 PM on November 12, 2026. Late proposals will not be considered. The City desires to enter into an agreement for occupational health services with a qualified provider experienced in serving California public agencies, with accessible facilities, appropriately credentialed clinicians, and responsive reporting.

The City reserves the right to reject any or all proposals, to waive any informality in the proposal process, and to select the proposal that, in the City's judgment, provides the best overall value. Cost alone shall not be the determinative factor.

The request for proposals does not oblige the City to award a contract or complete the project and the City reserves the right to cancel the solicitation if deemed in its best interest. There is no express or implied obligation for the City to reimburse respondents for any expenses incurred in preparing proposals in response to this RFP, including any expenses incurred due to participation in this RFP process; the City shall not reimburse respondents for any such expenses.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether a specific respondent is ultimately selected. Submission of a proposal indicates acceptance by the consultant of the conditions contained in this RFP, unless clearly and specifically otherwise noted in the proposal submitted and confirmed in the subsequent contract between the City and the selected consultant.

BACKGROUND

The City of Atwater has a population of approximately 32,000. The City is located on State Route 99 in Merced County, in California's Great San Joaquin Valley.

The City is a general-law City that operates under a Council-Manager form of government, with a five-member City Council. The City Council appoints the City Manager and City Attorney. The City is a full-service city. The City is divided into departments that provide a full range of municipal services, including police, fire, public works, community development, and administration. Information regarding the City and its organization, such as governmental structure, services provided, the current Operating and Capital Budgets, and Annual Financial Reports are available on the City's website at https://www.atwater.org/departments/finance/.

The City's organization includes management, supervisory, professional, technical, administrative, field, and public safety employees with varied occupational medical needs.

The City seeks an occupational health provider able to support employee safety, timely hiring, medical clearance, regulatory compliance, and effective return-to-work coordination.

PURPOSE AND OBJECTIVES

The purpose of the Occupational Health Services contract is to provide accessible, consistent, legally compliant medical testing and evaluations to support City operations and workforce safety.

The objectives of the study include, but are not limited to:

1. Provide timely pre-employment and post-offer medical examinations and job-related medical clearances.
2. Provide position-specific evaluations for public safety, safety-sensitive, and other designated classifications.
3. Perform authorized drug and alcohol testing, including applicable DOT-regulated testing and medical review.
4. Provide occupational medical surveillance, including audiometric, respiratory, vision, and other required testing.
5. Provide fitness-for-duty and return-to-work evaluations, with clear work restrictions when appropriate.
6. Maintain confidential medical records and provide the City only legally authorized clearance information.
7. Provide prompt appointments, dependable reporting, transparent fees, and effective account coordination.
8. Provide timely medical evaluations and appropriate follow-up care for work-related injuries and illnesses, coordinate with the City's workers' compensation claims administrator, and support safe and timely employee return-to-work planning.

The selected provider shall propose an implementation schedule addressing service locations, staffing, referral and authorization processes, report delivery, billing arrangements, and commencement of occupational health services.

PROJECT SCHEDULE

Below is the tentative time schedule for this process; however, dates may be subject to change and adjusted as necessary.

RFP Issued	October 28, 2026
Proposal Submittal Deadline	November 12, 2026
Screening/Ranking and	November 16-20, 2026
Contract awarded by City Council	December 14, 2026

SCOPE OF SERVICES

The City of Atwater seeks qualified occupational health provider(s) to deliver examinations, testing, evaluations, and related medical services on an as-needed basis upon authorization by the City. The scope includes, but is not limited to, the following:

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

A. <u>Pre-Employment and Post-Offer Medical Examinations.</u>

1. Conduct job-related medical examinations and screenings appropriate to each position and applicable law.
2. Review essential job functions and provide fitness determinations and any functional restrictions.
3. Provide timely written employer-facing clearance reports without unnecessary medical disclosures.

B. <u>Public Safety and Safety-Sensitive Examinations.</u>

1. Provide appropriate examinations for public safety as related to the Peace Officer Standards and Training (POST) requirements, commercial drivers, and other designated employees, as applicable.
2. Identify specialized tests, credentials, and any outside referral arrangements.

C. <u>Drug and Alcohol Testing.</u>

1. Provide authorized drug and alcohol specimen collection and testing services.
2. Describe laboratory confirmation, medical review officer services, chain-of-custody, and reporting procedures.
3. Provide DOT-compliant testing where required, and describe available pre-employment, reasonable suspicion, post-accident, random, and follow-up testing.

D. <u>Occupational Medical Surveillance.</u>

1. Provide hearing, vision, and other applicable surveillance evaluations as authorized.
2. Identify applicable medical protocols, equipment, follow-up requirements, and clearance reporting.

E. <u>Fitness for Duty and Return to Work.</u>

1. Perform job-related fitness-for-duty and return-to-work examinations upon City referral, considering essential functions and supplied medical information as appropriate.
2. Provide written findings identifying ability to work and any necessary restrictions.

F. <u>Occupational Injury Services and Coordination.</u>

1. Provide initial medical evaluations, treatment, and follow-up care for employees who sustain work-related injuries or illnesses, as authorized by the City and consistent with applicable California workers' compensation laws and regulations.
2. Provide timely occupational injury and illness evaluation, including assessment of

work status, temporary work restrictions, modified-duty recommendations, and anticipated return-to-work timelines, as medically appropriate.
3. Coordinate care with the City's workers' compensation claims administrator, Human Resources, claims adjusters, and other authorized parties to support timely treatment, claims administration, and return-to-work planning.
4. Provide follow-up medical care, referrals to specialists, diagnostic services, physical therapy referrals, and other medically appropriate services related to work-related injuries or illnesses, as authorized.

G. Scheduling, Accessibility, and Responsiveness.

1. Describe clinic locations, office hours, appointment lead times, urgent appointments, and after-hours availability.
2. Identify a designated contact for Human Resources and Risk Management and an escalation process.

H. Confidentiality and Records Management.

1. Safeguard employee medical records and comply with applicable federal and California privacy, medical record, and occupational health requirements.

I. Reports and Service Standards.

1. Provide secure, prompt results and work-status reports to authorized City representatives; state typical turnaround times.
2. Describe quality assurance, error correction, record retention, and authorized access procedures.

J. Billing and Fee Transparency.

1. Provide itemized invoices and a comprehensive schedule of charges for examinations, testing, reports, and ancillary services.
2. Identify cancellation, rush, mobile, laboratory, referral, and other additional charges.

K. Implementation and Account Management.

1. Coordinate startup, City authorization forms, scheduling protocols, reporting channels, invoicing, and ongoing service reviews.

L. Service Performance.

1. Maintain appropriate clinical licensure, reliable appointment access, timely reporting, and clear communication; identify any proposed subcontractors and their responsibilities.

PROPOSAL FORMAT AND CONTENT

The responder shall be responsible for preparing an effective, clear, and concise proposal. All interested providers shall submit qualifications and capabilities to furnish Occupational Health Services in accordance with this RFP.

Each proposal should be organized to clearly address the following requirements, at a minimum:

A. Qualifications and Experience

1. Provide a brief history of your business entity and project team. Identify legal form, ownership, and senior officials of company. Identify the name and email of the main contact, including phone number and e-mail address. Include the website address (if applicable). If proposing a sub-consultant, describe the division of responsibilities between participating parties, and offices (location) that would be the primary participants.
2. Describe licensed clinical personnel, medical review officers, technicians, and support staff, and experience providing occupational health services to California public agencies in the past five (5) years.
3. Provide a statement regarding compliance with applicable occupational health, medical privacy, employment, and testing requirements.
4. Describe any failure or refusal to complete a contract, including details and dates.
5. List any disciplinary or investigative action, including audits, in the past five (5) years conducted by any professional body or local, state, or federal branch of government of your firm.
6. List any all litigation, pending or final, to which you are a party that is related or similar to the services being solicited in the past five (5) years.
7. Describe the firm's experience providing workers' compensation medical services to California public agencies, including initial injury evaluations, treatment and follow-up care, work-status reporting, coordination with claims administrators, and return-to-work support. Identify any workers' compensation services the firm does not provide directly.

B. Staffing

Provide names, credentials, resumes, roles, and availability of clinicians and administrative personnel assigned to serve the City.

C. Work Schedule

Describe the implementation timeline, scheduling procedures, clinic access, service hours, and typical turnaround times for examinations and reporting.

D. Structure and Content of Work Product

Describe examination and testing protocols, sample clearance reports, secure transmission, electronic records capabilities, and quality control processes.

E. Similar Projects

Provide at least three (3) government clients, preferably California public agencies, for which the proposer has provided occupational health services during the last five (5) years. If unavailable, provide five (5) comparable clients. The City may contact listed references.

1. Organization's Name
2. Address
3. Reference contact person and title, telephone number and e-mail address.
4. Describe the nature of the services provided, initial date of the engagement, and expiration date of the contract.

F. <u>Fee Proposal</u>

Submit an itemized fee schedule for all proposed occupational health and workers' compensation services, including examinations, injury evaluations, follow-up visits, diagnostic testing, medical reports, referrals, collections, reviews, and ancillary services, identifying any minimum, cancellation, rush, mobile, referral, or other charges. Proposals shall remain valid for at least 180 days.

CRITERIA FOR SELECTION

An evaluation committee will evaluate each respondent's relevant experience and expertise. Proposals will be evaluated based on the information presented in the RFP.

A two-step analysis will be employed. First, staff will review all submittals to ensure that the minimum requirements of the RFP are met.

Secondly, an evaluation committee will review proposals for the following:

Criteria	**POINTS**
Presentation, completeness, clarity, organization, and conformance to the RFP content and format requirements.	10
Qualifications and experience – Demonstrated experience providing occupational health services and workers' compensation services to public agencies; qualifications and credentials of assigned personnel; ability to provide timely injury evaluations, follow-up care, work-status reporting, claims coordination, and return-to-work support; quality of references; and demonstrated success serving public agencies.	40
Understanding and approach – Demonstrated understanding of the challenges associated with occupational health services; ability to perform the work.	30
References – Client references as to past project performance	20
Total Points	100

The City reserves the right to interview any or all responding proposers and/or to award a contract without conducting interviews.

A recommendation for a firm's selection will be made to the City Council based on the "best

value" evaluation of the proposals/qualifications, which will take into account the criteria above. All interested parties are encouraged to submit proposals to the RFP. The award is not based solely on the lowest cost proposal submitted. Total cost will be taken into consideration but will not be the determining factor when selecting a firm, instead, the City reserves the right to choose the best proposer overall according to the City's criteria. The City, and its designated representatives, shall be the sole judge of its own best interest, the proposal, the criteria, and the resulting negotiated agreement. The City's decisions will be final.

The above factors, along with other factors that the City may deem appropriate, will be used to identify the proposal that represents the best value, which will be the basis for the contract award. The decision of whether to award a contract and selection of a consultant will be in the sole discretion of the City Council. The City reserves the right to not make an award, to cancel the RFP in whole or in part, or to re-solicit the RFP, at the City's sole discretion.

PROPOSAL REQUIREMENTS

The City will not give verbal answers to clarifications regarding information in this RFP, or verbal instructions prior to the submission deadline. All clarifications requests shall be submitted in writing. A verbal statement in response to a clarification request by any person shall be non-binding. The City is not liable for any increased costs resulting from a responder accepting verbal directions.

Submission of Proposal: Each proposer shall submit one (1) electronic copy of the SQQ in PDF format via email (maximum file size 15 MB), labeled with the consultant's name. A separate electronic file containing the proposed fee schedule shall also be submitted.

Format for Proposal

To facilitate the review of responses, all responses are required to adhere to the following requirements regarding their proposal. The City strongly encourages respondents to ensure that RFP submissions are succinct and clearly organized. If the proposal is not in this format or does not include all the listed items, it may be deemed non-responsive.

1. Title Page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the materials submitted by section and page number.
3. Detailed Proposal following the order set forth in the Proposal Content.

GENERAL

Addenda to this RFP, if issued, will be posted on the City of Atwater website at: https://www.atwater.org/bids-rfps-rfqs/

The Consultant may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP.

The successful respondent shall be required to retain all working papers and relating supporting

documents, including records of professional time spent, for a period of five (5) years after delivery of the required reports, unless notified in writing by the City of the need to extend the retention period. The Consultant further agrees to allow City staff to review such documents upon written request at any time during the retention period.

City Requirements

The firm must comply with all relevant City requirements, such as providing proof of insurance for at least the minimum required amounts and executing a City contract for services.

Information about current insurance requirements is included in Attachment 2 as part of the City's Suggested Consulting Services Contract and further described in Attachment 1: Special Conditions, of this RFP.

Note: Attachment 1 sets forth the special conditions applicable to this project.

ATTACHMENT 1

SPECIAL CONDITIONS

Reservations.

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to the Consultant responding to this RFP, or parties they represent, for obtaining any of the information solicited.

Public Records.

All proposals submitted in response to this RFP become the property of the City. Information in the proposal, unless explicitly specified as trade secret protected, may be subject to public review pursuant to the California Public Records Act, Government Code section 7920, *et seq*. Any information contained in the proposal that is proprietary and confidential must be clearly designated as such.

Right to Cancel and Amend.

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Consultants will be notified in writing.

Additional Information.

The City reserves the right to request additional information and/or clarification from any or all Consultants.

Conflict of Interest.

Consultant certifies that the company, its officers, employees, and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City. Consultant further certifies that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Consultant certifies that to the best of Consultant's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the City.

Release of Public Information.

Consultants who respond to this RFP who wish to release information to the public regarding selection, contract award or data provided by the City must receive prior written approval from the City before disclosing such information to the public.

Non-Assignment.

If a contract is awarded, the selected Consultant shall neither assign, nor delegate, in part or in whole, any duties without the prior written consent of the City which shall not be unreasonably withheld.

Collusion.

Each Consultant certifies that the company, its officers, employees, and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The Consultant certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding Consultant, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding Consultants. More than one bid from an individual firm, partnership, corporation, or association under the same or different names may be rejected.

Reasonable grounds for believing that a bidding Consultant has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding Consultant is believed to have interest.

Debarment.

By submitting a proposal, the Consultant certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California.

Equal Employment Opportunity Compliance.

The selected Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age, or physical handicap.

Right to Audit.

The selected Consultant shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The selected Consultant shall retain these records for a period of five years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made

available during the term of the contract or service agreement and the subsequent three-year period for examination, transcription, and audit by the City or its designees.

Drug-Free Workplace Requirements.

Proposer will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
   i. The dangers of drug abuse in the workplace;
   ii. The person's or organizations policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation, and employee assistance programs; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:
   i. Receive a copy of the company's drug-free workplace statement; and
   ii. Agree to abide by the terms of the company's statement as a condition of employment on the agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both if the City determines that any of the following has occurred: the Proposer has made false certification or violated the certification by failing to carry out the requirements noted above. (Gov. Code section 8350 et seq.)

ATTACHMENT 2

CITY OF ATWATER
DRAFT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of June 10, 2024 by and between the City of Atwater, a public agency organized and operating under the laws of the State of California ("City"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

_____

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.
Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.
   a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

   b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $_____ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.
If changes in the work seem merited by Consultant or the City, and informal consultations

with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.
   Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **[Insert** Term or Time of Performance**]**.
   [If engaging the Consultant for a particular term, use the following provision]
   The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). **[If the City has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.
   [If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]
   Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.
   a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

   b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.
   a. Consultant shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees
   a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

   b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting
   Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor
    Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance
    Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.
    a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

(i) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall

be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

i. Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's

indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers
   (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

      (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions
   (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

   (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

   (iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

   (iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements
   Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.
   a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining

to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.
    a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

    b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

    c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to

comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.
Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.
By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. Laws and Venue.
This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in at the Superior Court of California for the County of Merced.

17. Termination or Abandonment
    a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Ownership of Documents and Confidential Information.
    a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

    b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

    c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

19. Organization
    Consultant shall assign Jana Sousa, Human Resources Director, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.
    This Agreement is limited to and includes only the work included in the Project described above.

21. Notice
    Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

    CITY:
    1160 Fifth Street
    Atwater, CA 95301
    Attn: City Manager

CityManager@atwater.org

CONSULTANT:
[***INSERT NAME, ADDRESS & CONTACT PERSON***]

and shall be effective upon receipt thereof.

22. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.
Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement
This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability
The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns
This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver
None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence
Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants
City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any prohibited direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ATWATER
AND [*INSERT CONSULTANT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ATWATER	**CONSULTANT**
By: _____ Janell A. Martin, City Manager	By: _____ _____, _____
Date:_____	Date:_____

ATTEST:

By: _____
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

EXHIBIT A

Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C

Activity Schedule