

CITY OF WATERFORD
CITY BID NO. 2014-04



REQUEST FOR PROPOSAL
ADA SELF EVALUATION AND TRANSITION
PLAN

Bids Due August 8, 2014 @ 3:00PM

City of Waterford
101 E Street
Waterford, CA 95386
(209) 874-2328
(209) 874-9656 Fax

July 23, 2014

INTRODUCTION

The City of Waterford, California, is soliciting proposals for consulting services to compile and implement a comprehensive ADA Self Evaluation and Transition Plan for City buildings, parks, parking lots, streets, intersections and sidewalks, etc.

This Request for Proposals (RFP) seeks to secure the most qualified Consultant to assist the City by performing field investigations within the City rights-of-way (streets, intersections, curb ramps, sidewalks, etc.) and City facilities (including parks and parking lots) into a comprehensive ADA Transition Plan.

BACKGROUND

The Americans with Disabilities Act (ADA) originally passed on July 26, 1990 as Public Law 101-336 (42 U.S.C. Sec. 12101 et seq.), became effective on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. The Act comprises five titles prohibiting discrimination against disabled persons within the United States. Title II of the ADA required state and local governments to make their programs, services and activities accessible to persons with disabilities. It also established physical access requirements for public facilities (buildings and sidewalks, etc.).

MAILING INSTRUCTIONS

City of Waterford
101 E Street/P.O. Box 199
Waterford, CA 95386

INQUIRIES/QUESTIONS

Questions pertaining to the RFP should be directed to Matt Erickson, Public Works Director at his email address, publicworks@cityofwaterford.org prior to close of business on August 6, 2014.

SUBMITTAL DATE

Proposals are due no later than 3:00p.m., August 8, 2014, and must be received by that time and date. Proposal postmark dates and times will not be considered as meeting that deadline. Proposers must submit three (3) bound copies of their proposal and one (1) separately sealed fee proposal envelope to the address shown under "Mailing Instructions" above.

The City is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. The City reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) that in its sole judgment is (are) in the best interest of the City.

SCHEDULE

Release of RFP	July 23, 2014
Questions Due	August 6, 2014
Proposals Due	August 8, 2014
Proposal Review/Selection	August 11, 2014
Award	August 18, 2014

REVIEW OF PROPOSALS AND SELECTION OF CONSULTANT

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. Responsiveness to the RFP will be a principal basis for evaluation.

Proposals submitted will be evaluated by a committee comprised of City of Waterford staff. The committee's evaluation will be based upon, but not limited to: proposal cost, strength of the proposal, related experience of the firm, professional qualifications of the individual(s) to be assigned to the project, ability to meet required deadlines, references from previous clients, and ability to enter into the City's standard Consultant Services Agreement.

While cost is a key consideration, the City reserves the right to choose the best proposal, which may not be based on price. The committee may choose to interview the top candidates.

After evaluating the proposals and discussing them further with the finalists, the City of Waterford reserves the right to further negotiate the proposed work and/or method and amount of compensation. The respondent must clearly state the period of time for which the proposal will be valid. This period must not be less than one hundred eighty (180) days from the date of submittal.

PROPOSAL CONTENT

The City of Waterford requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP. Three (3) copies of the proposal shall be submitted and shall be organized in an easy-to-follow format. Proposal must include, at a minimum, the following sections:

- **Background on Firm:** Letter of transmittal signed by an individual authorized to bind the proposing entity stating the firm has read and will comply with all terms and conditions of the RFP. A brief description of the firm including the size of the organization, location of offices, years in business, organizational chart, name of owner and principal parties, and titles of staff. Qualifications of individuals who will perform the work listed in the Scope of Work along with identification of the individual who will be the City's main contact.
- **Statement of Understanding and Approach:** Provide a description of the methodology the firm will use to complete the Scope of Work as detailed in this RFP. Discuss and describe the firm's experience working on similar projects and provide a statement of the services your firm feels differentiates your firm from others. Describe the methodology for training City staff to ensure proper implementation and monitoring of the ADA Transition Plan. Additionally, as a part of the summary, identify the responsibilities of the City of Waterford and the responsibilities of the firm.
- **Scope of Work:** Provide details with specific task descriptions to demonstrate that the proposer has considered all aspects of the proposal and that the proposer will cover them thoroughly. Attendance at City Council, community meetings, and providing any needed informational material deemed necessary to educate the community and Council regarding the project should be included.
- **Project Schedule:** Provide a project schedule with significant milestone events or deadlines. Scheduling milestones should be concrete and achievable; however, they may be revised on approval of both parties.

- **References:** Provide the following information for two (2) projects which are similar in scope to the project requested by this proposal:
 - Name, address, and telephone number of the client;
 - Person to contact for references;
 - Time period of project and brief description of the scope of services provided

- **Additional Information:** The City of Waterford has outlined the requirements of this project in as much detail as is currently known. Respondents may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format. Please provide any exceptions, additional information, or suggestions that will aid in the selection process (attachments are acceptable). Please keep these as **brief** as possible.

- **Cost Estimates of Consulting Fee:** Each proposal shall include a cost estimate for providing services. Cost estimates shall be placed in a separate sealed envelope on which is written:
 - RFP Cost Estimate*
 - ADA Self Evaluation and Transition Plan*
 - (Name of your firm)*
 - (Date)*

*** Carefully review the Sample Agreement and Insurance Requirements (Exhibit C). The terms of the agreement, including insurance requirements have been mandated by City Council. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.**

EVALUATION CRITERIA

The City of Waterford intends to engage the most qualified consultant available for this assignment. It is imperative the consultant's proposal fully address all aspects of the RFP.

It is critical that the consultant be able to demonstrate a history of providing a stable workforce in projects of similar size and scope for a city or municipal entity. That information is expected to be part of the Consultant's documentation.

Each proposer's offer of services shall be evaluated using the following criteria:

- Consultant's proposal demonstrates a clear understanding of the ADAAG, Federal PROWAG, MUTCD, and the Title 24 requirements and the work to be performed. **(3 points)**
- Recent experience with similar types of projects including ADA Title II projects, and relevant experience and technical competence of the Consultant, personnel assigned to this project, and degree of participation in the project by key personnel. **(3 points)**
- Consultant's demonstrated skills in facilitating public meetings, making presentations, engaging and working with the public, understanding the public process, and building community consensus. **(2 points)**
- Experience in client training for similar projects **(1 point)**
- Reference and information from other organizations for which the Consultant has provided a comparable service **(1 point)**

SCOPE OF WORK

The following is a proposed scope of services for the development of the City's ADA Self Evaluation and Transition Plan. Additional steps may be added as the Consultant determines appropriate based upon their experience. At a minimum, the consultant selected will be responsible for providing the services described below:

1. ADA Self Evaluation

- Develop a master list of City programs, services, and activities; accessibility policies; disability customer service training; communication practices; and available general information on accessibility, etc.
- Administer questionnaires to department staff to collect information about the nature of each program and activity. Questionnaires should prompt staff to provide details regarding forms and methods used to advertise program or department services and activities, profile current participants, the types of equipment and materials used, testing and entrance requirements, the level of staff training, and any specific modifications provided.
- Review city policies, documentation, and program execution procedures to identify issues which may be discriminatory to people with disabilities. Policy documents will include city policy documents that affect the public. The review should evaluate current level of program accessibility including eligibility requirements, participation requirements, facilities used, staffing, transportation, communications, and emergency procedures.
- Based on staff surveys and policy audits, evaluate the effectiveness of existing ADA program services and provide recommendations where deficiencies become apparent.
- Summarize these recommendations in a comprehensive "ADA Self Evaluation and Transition Plan" that includes Barrier Assessment for City Buildings, Parks and Open Spaces, and Public Rights-of-Way as described below.

2. Barrier Assessment

Buildings

- The Consultant shall determine which City buildings are subject to the requirements of the ADA. (See Exhibit B)
- The Consultant shall compile plans (if available) for all City buildings requiring assessment
- The Consultant shall conduct the necessary investigations of the areas of each city building open to public access.
- The Consultant shall originate Access Compliance Assessment Reports (ACAR) identifying each physical element within the public areas of City buildings that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities.

Each ACAR shall include, but is not limited to the following:

- Executive summary;
- As-built dimensions as it relates to ADA access;
- Barrier Severity Rating (relative level of impact to access);
- Reference to code defining the barrier to access;
- Proposed solution(s) to eliminate the barrier;
- Individual detailed cost estimate for each solution;
- Digital photograph(s) of each barrier to access;
- Reference drawing/map showing the location of the barrier

Public Rights-of-Way

- The Consultant shall conduct a comprehensive survey/field investigation of all applicable barriers on sidewalks, curb ramps, intersections, street furniture, and other areas in the public rights of way on City of Waterford streets, (approximately 25 miles, 400 +/- curb ramps), parks and open space areas (see Exhibit A and Exhibit D - City Limits Map).
- The Consultant shall originate ACAR's identifying each physical element within the public rights-of-way that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities. Compliance shall be measured using the ADAAG (ADA Accessibility Guidelines for Buildings and Facilities), the Public Rights of Way Guidelines (PROWAG) from the Federal Access Board, the Federal Highway Administration's California Edition of the Manual on Uniform Traffic Control Devices (MUTCD) and California Code of Regulations/Title 24.

Each ACAR shall include the following items:

- Executive summary;
- As-built dimensions as it relates to ADA access;
- Barrier Severity Rating (relative level of impact to access);
- Reference to code defining the barrier to access;
- Proposed solution(s) to eliminate the barrier.
- Individual detailed cost estimate for each solution;
- Digital photograph(s) of each barrier to access;
- Reference drawing/map showing the location of the barrier.

3. Comprehensive ADA Self Evaluation and Transition Plan

The Consultant shall develop the comprehensive ADA Self Assessment and Transition Plan for Buildings and Public Rights-of-Way based upon guidance from City staff and public input. The same level of detail presented in the ACAR shall be provided in the ADA Transition Plan reports, as a minimum requirement. The ADA Transition Plan shall include, but is not limited to, the following components:

- Methodology for evaluation of barriers,
- Methodology for prioritization of barrier remediation,
- A summary of costs remediation,
- Implementation phasing schedule,
- Procedures and forms for monitoring implementation,
- Procedures and forms for performing evaluations of additional barriers,
- Procedures and forms for filing Requests for Accommodation,
- Standard drawings for remediation methods,
- A section shall also be included that lists references and contacts information for ADA and accessibility related resources.

4. Public Participation and Outreach

The Consultant will assist the City in developing an outreach program to advise the public of the ADA Self Assessment and Transition Plan Project, in order to provide an opportunity for interested persons, individuals with disabilities or organizations representing persons with disabilities, to participate in the development of the plan.

- The Consultant shall prepare program materials, compile responses to Public Outreach questionnaires and assist the City in eliciting public input into the ADA Transition Plan process, as necessary.

- The Consultant shall assist the City with organizing a Project Kick-Off Workshop to inform the community of the project and receive initial input on the process.
- The Consultant shall attend the workshop, maintain a record of the proceedings and comments and be prepared to answer questions within their area of expertise.
- The Consultant shall assist the City with organizing a Plan Review Workshop to present the draft plan to the community and receive initial input on the proposal.
- The Consultant shall attend the workshop, maintain a record of the proceedings and comments and be prepared to answer questions within their area of expertise.

5. Project Database and Mapping

- **Database** – the Consultant team shall develop a database for the ADA Transition Plan using Microsoft Excel or other City approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by City staff. The database shall correlate all aspects of the transition plan and shall be produced using the database, including but not limited to, Access Compliance Assessment Reports, Transition Plans, reference drawings, standard drawings and photographs. The database shall be the property of the City of Waterford when the ADA Transition plan compilation is complete.
- **Project Map** – The Consultant shall develop a city-wide reference map using AutoCAD. The map shall fully show distinct points for each identified barrier to access.

6. City Staff Training

The process is expected to be an educational experience for the City of Waterford staff. The Consultant shall train designated City staff in the following areas:

- Applicable government code, statutes and regulations;
- Performing field investigations and inspections;
- Preparation of ADA Compliance Assessment Reports;
- Using and maintaining the database;
- Using and maintaining the project map;
- Monitoring and updating the ADA Self Evaluation and Transition Plan.

7. Deliverables

The following shall be the minimum deliverable elements:

- Self Evaluation Update recommendations including proposed procedures and forms;
- Draft Self Evaluation Report in electronic format;
- Final Self Evaluation Report in binder and electronic formats;
- Draft Barrier Assessment Checklists for all City Buildings, Parks and Open Space, and Public Rights-of-Way subject to the requirements of ADA in electronic format;
- Final Barrier Assessment Checklists for all City Buildings, Parks and Open Space, and Public Rights-of-Way subject to the requirements of ADA in binder and electronic formats;
- Draft ADA Access Compliance Assessment Reports for City Buildings, Parks and Open Space, and Public Rights-of-Way subject to the requirements of ADA in electronic format;
- Final ADA Access Compliance Assessment Reports for City Buildings, Parks and Open Space, and Public Rights-of-Way subject to the requirements of ADA in binder and electronic formats;
- Draft Public Participation and Outreach Program;
- Final Public Participation and Outreach Program;
- Public meeting agendas and minutes;

- Draft “ADA Self Evaluation and Transition Plan” in electronic format;
- Final “ADA Self Evaluation and Transition Plan” submitted in binder and electronic formats;
- Draft format for project Database and Map - electronic file(s);
- Final format for project Database and Map – electronic file(s);
- Consultant shall attend at least two (2) City Council meetings to present the draft and final “ADA Self Evaluation and Transition Plan” for review and adoption.

ADDITIONAL INFORMATION

The City will not reimburse the RFP respondents for any costs involved in the preparation and submission of proposals nor to prepare for and attend interviews. This RFP does not obligate the City to award a contract or accept or contract for any expressed or implied services. City reserves the right to reject or accept any and all proposals, and to waive informalities and minor irregularities in any proposal reviewed. City reserves the right to request any firm submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection of a consultant, and to modify or alter any of the requirements herein. In an attempt to reach an agreed upon contract by both parties, City reserves the right to negotiate with the proposer selected by the committee. If the parties cannot negotiate a contract, City reserves the right to negotiate with other proposers, or make no award of this RFP. In the event that the proposal guidelines change materially, all respondents who submit a proposal will be given an opportunity to modify their proposal in the specific areas that are impacted. Further, City may reject any proposal which does not conform to the instructions contained within this RFP.

GENERAL CONDITIONS

1. General Information

The City of Waterford, California will receive at its office located at City Hall, 101 E Street, at bid responses for City of Waterford Bid No. 2014-04. Bids shall be submitted as previously outlined in “Proposal Content”. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.

2. Interpretation of Bids

Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder may submit to the Public Works Director a written request for an interpretation thereof prior to the bid opening. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

3. Addenda

The City reserves the right to amend this RFP prior to the proposal due date. Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Waterford web-site www.cityofwaterford.org. It is the proposer’s responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract.

4. *Bid Openings*

Bids shall be delivered to the City of Waterford on or before the day and hour set for the opening of bids in the published Notice to Bidders. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.

5. *Late Bids*

Any bids received after the scheduled time of opening will be noted as received, but they will not be opened or considered.

6. *Payment Terms*

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the Contractor and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent on the amount of each estimate until final completion and acceptance of all the Work.

Upon completion and acceptance of the Work the City shall certify that the Work has been substantially completed and accepted under the conditions of this Contract. The entire balance found to be due the Contractor, including the retained percentage, but excepting such sums as may be lawfully retained by the City, shall be paid to the Contractor within 30 days after formal acceptance of Work by the City Council.

7. *Assignment*

No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received there under by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

8. *Fiscal Year*

Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

City of Waterford Parks/Open Spaces

Exhibit A

NAME/ADDR/LOC	ACRES	USE	RENTAL	BASEBALL/ SOFTBALL	BBQ	TRAIL/PATH	TURF AREA	PLAYGOUN D/TOT LOT	TOILET(S)	SHELTER(S)	SOCCER	Special Features
Basin Park Goldmine Avenue	1.94	Storm Basin					X					Open space turf area
Beard Park 540 C Street	11.61	Park	X	X	X		X	X	X (2)	X (3)	X	Picnic tables, pavillions, tennis courts,stage
Bonnie Brae Strip Bonnie Brae Ave	0.47	Bike Path				X						Bike/Ped Path
Brethren Park Church Street	0.60	Park	X		X			X		X		Pavillion, picnic tables, turf area
River Park 225 N.Appling	1.81	Park	X		X				X	X		River access, pcinic shelter/tables, restroom
River Walk Trail 225 N.Appling	3.36	Trail				X						Walking/Bicycling trail
Skyline Park Skyline Blvd	0.51	Open Space					X					Open space turf area
Welch Strip #1 Tim Bell to Baneberry	0.70	Bike/Ped Path				X						Bike/Ped Path
Welch Strip #2 Baneberry to Amy	0.77	Bike/Ped Path				X						Bike/Ped Path
Welch Strip #3 Amy to Bentley	0.58	Bike/Ped Path				X						Bike/Ped Path

Use Agreements 3.03

City Owned 19.32

TOTAL ACRES 22.35

City of Waterford Buildings				Exhibit B
Building (Description)	Building Address	Year Built	Gross Sq ft	Use
City Hall	101 E Street	2012	6000	Council Chambers
Old CH/PD	320 E Street	1940's ?	2500	Vacant/Storage
Police Services	312 E Street	2008	2400	Law Enforcement
Water Treatment	13203 Fountain	2005	1200	Drinking Water Plant
PW Maint Building/Yard	109 S.E St	1950's	1200	PW/WW
Museum	12308 Bentley	1938	2300	JUA w/Historical Society
Community Center	540 C St	1980	6150	Rental-various
WWTP Office	335 S.Western	1992	1215	PW office/lab/maint
Concession Stand	450 A St	1980's	330	Use agreement w/ WYBSA

“Exhibit C”

**AGREEMENT FOR
PROFESSIONAL SERVICES
(Between the City of Waterford
and XXX)**

THIS AGREEMENT made this XXX day of XXX, 2014 between XXX, having a principal place of business at XXX, hereinafter referred to as the “Consultant”, and The City of Waterford, hereinafter referred to as the “City”, 101 “E” Street, P.O. Box 199, Waterford, CA 95386.

Legal Status of CITY

The City is a General Law City, a municipal corporation formed under the laws of the State of California.

Legal Status

The Consultant is a Corporation operating under the laws of the State of California and is in the business of XXX services.

Business of CITY

The City performs municipal functions through its City and related entities.

Independent Contractor

In the performance of the work, duties and obligations devolving upon Consultant under this agreement, it is mutually agreed and understood that Consultant is an independent contractor, and the sole interest and responsibility of City is to assure that the services covered by this agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

Work Schedule

Consultant will exercise its best efforts to complete tasks on the schedule agreed upon between Consultant and City’s representative, the City Manager.

Term of Agreement

This agreement shall become effective as of the date hereinabove stated and shall continue in effect as noted in the attachment. The City shall have the right to extend the term of this Contract.

Compensated Services to Be Performed by Consultant

Consultant agrees to perform the services set forth in the proposal attached hereto as **Exhibit A**. Work products as a result of this scope shall become the property of the City, and made available to the City at its request within a reasonable time of being requested.

Payment for all services performed by the Consultant shall be as set forth and shall be considered as full compensation for all personnel, consultants, materials, supplies, services and equipment used in carrying out the work described by this Contract.

Insurance

Consultant shall maintain limits no less than:

1. General Liability:
\$1,000,000 per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability:
\$1,000,000 per accident, bodily injury and property damage.
3. Employers Liability:
\$1,000,000 per accident, bodily injury or disease.
4. Workers Compensation: Statutory limits as required by the State of California.

Consultant shall provide City with Certificates of Insurance certifying the above insurance requirements.

Indemnity

Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City. Should conflict of interest principles preclude a single lawyer from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Compliance

The Consultant shall keep itself fully informed of and shall observe and comply with and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with all federal, state, county and municipal laws, ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

Billing

The Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until **six (6) months** after the final payments under this Contract are made to the Consultant.

Termination Upon Notice

This Agreement may be terminated by the City by giving the Consultant **thirty (30) days** written notice to the other party.

Termination for Unsatisfactory Performance

Should the City at any time become dissatisfied with the Consultant's performance under this Agreement, City may terminate this Agreement immediately upon giving notice in writing to the Consultant. The City shall be the sole judge as to whether the performance of the Consultant is satisfactory.

Time is of the Essence

Time is of the essence of this Agreement.

Arbitration

Any dispute arising under this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction.

Notices

Any notices to be given hereunder by either party to the other, may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the introductory paragraph of this agreement, but each party may change address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of **five (5) days** after mailing.

Entire Contract

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

Partial Invalidity

Partial invalidity of this agreement shall not affect the remainder.

Governing Law

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of California.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first hereinabove written.

“CITY”

City of Waterford

By: _____
Tim Ogden,
City Manager

By: _____

ATTEST:

Lori Martin, CMC
City Clerk

APPROVED AS TO FORM:

Corbett J. Browning
City Attorney

