



NEVADA IRRIGATION DISTRICT REQUEST FOR PROPOSALS

AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN

August 13, 2024

Nevada Irrigation District is seeking proposals from qualified firms to provide Professional services for assistance in developing an Americans with Disabilities Act (ADA) Self-evaluation and Transition Plan

The deadline for proposals is **5:00 p.m. on September 26, 2024**. No submittals will be accepted after that date and time.

Please send one (1) searchable PDF copy of your proposal to:

Nevada Irrigation District
Attn: Doug Roderick, Director of Engineering
Email: roderick@nidwater.com
1036 W. Main Street
Grass Valley, CA 95945

PDFs emailed must be less than 10 MB or use a “drop” type service.

NEVADA IRRIGATION DISTRICT

AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN

Proposal Packet & Forms

REQUEST FOR PROPOSALS

This is a Request for Proposals (RFP) to provide professional services for assistance with an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan (ADA Transition Plan) for the Nevada Irrigation District.

The District requests that your proposal be submitted in conformance with the guidelines contained herein. Please respond to all components of the proposal packet.

The contract will be awarded to the most responsible and cost-effective submitter, whose Proposal is within the competitive price range and determined to be the most advantageous to the District based on the specific evaluation criteria herein specified.

The following items are included in this packet:

1. Overview of the Project
2. Problem Statement/Scope of Work
3. Project Components/Task Descriptions
4. Proposal Criteria, Evaluation, and Content Overview
5. Project Schedule
6. General Information
7. Appendix A – List of NID Facilities
8. Appendix B – Copy of Standard Consulting Contract

Your Proposal should follow the order of evaluation criteria established in this RFP.

I. OVERVIEW OF THE PROJECT

The Nevada Irrigation District (NID) is an independent public agency governed by a five-member elected Board of Directors. The District supplies water to nearly 25,000 homes, farms, and businesses in portions of Nevada, Placer, and Yuba counties. NID supplies both treated drinking water and raw water for irrigation. Approximately 90 percent of NID's annual demand is comprised of raw water demands during the irrigation season, April 15 to October 15 annually.

NID owns and operates multiple buildings and recreation areas/campgrounds in various locations accessible to the public and thus requires compliance with the Americans with Disabilities Act.

II. PROBLEM STATEMENT/SCOPE OF WORK

The Americans with Disabilities Act (ADA) was originally passed on July 26, 1990, as Public Law 101-336 (42 U.S.C. Sect. 12101 et seq.), became effective on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life for people with disabilities.

The ADA 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, sidewalks, etc.).

NID is required to have an ADA Transition Plan that will:

- Identify existing obstacles limiting accessibility to publicly available spaces
- Describe steps that are to be taken to ensure that publicly available spaces within public right-of-way are made accessible to all individuals
- Specify a schedule and projected budget for achieving compliance
- Identify the official who will be responsible for implementation of the plan

The ADA Transition Plan will provide recommendations, a proposed budget, and a schedule for complying with accessibility requirements as mandated by the ADA and State of California Access Codes. It will also provide the basis for prioritizing, budgeting, implementing, and monitoring barrier removal and mitigation activities. NID desires to develop an ADA Transition Plan that meets the requirements of applicable laws and regulations but allows for maximum flexibility in the schedule and cost-effectiveness for implementing the ADA improvements.

At a minimum, all proposers shall submit a proposal responding to the entire Scope of Services. However, proposers may recommend changes and include alternatives to the Scope of Services if (1) additional tasks are required by laws or regulations, (2) tasks below are not specifically required by laws or regulations, or (3) tasks below can be modified to meet NID's above-stated objectives.

III. DESCRIPTION OF SCOPE OF SERVICES

- A. The Consultant will develop the procedures and forms needed to conduct a Self-Evaluation on behalf of NID.
- B. The Consultant will conduct investigations of public facilities including an evaluation of NID's publicly accessible buildings and recreational areas.
- C. The Consultant will determine the level of ADA compliance required for each NID building subject to the requirements of ADA and will conduct the necessary investigations of the areas of each building open to public access. Field investigations shall identify physical barriers within the public areas of NID buildings and the public right of way that limit accessibility and compare facilities for compliance with the California Building Standards Code and the Federal ADA Accessibility Guidelines (ADAAG). A list of NID facilities is located in Appendix A.
- D. The Consultant shall review and evaluate current NID policies, programs (including but not limited to recreation programs), and practices in order to identify issues that may be discriminatory to people with disabilities. The review will include NID policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, grievance procedures, and emergency procedures.
- E. The Consultant shall develop the comprehensive ADA Self-Evaluation and Transition Plan based on the results of the barrier assessments, policy review, and NID staff guidance. The ADA Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, which may include the following:

- Methodology for the self-evaluation of the existing barriers to accessibility;
- Summary of the findings of the self-evaluation of facilities, policies, programs and practices;
- Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation;
- Cost estimates of remediation measures;
- Implementation schedule that includes milestones or measures of achievement for monitoring implementation;
- Procedure for periodically reviewing and updating the Transition Plan;
- Procedures for addressing grievances; and
- Assignment of responsibilities for repair/replacement.

F. The Consultant shall plan to attend at least three meetings with NID staff. At a minimum, a kick-off meeting, interim progress meeting, and a final completion meeting shall be held, in addition to any required site visits and NID staff meetings needed for Self-Evaluation investigations and document research. The Consultant shall also plan to attend and present the ADA Transition Plan to the NID Board of Directors.

G. NID staff training: The process is expected to be an educational experience for NID staff. During the course of the ADA Transition Plan development, the Consultant shall assist NID in designating an ADA Coordinator and ADA liaisons from relevant departments to serve as an ongoing work group. The Consultant shall train designated NID staff in the following areas:

- Applicable government codes, statutes, and regulations;
- Performing field investigations and inspections;
- Preparation of ADA Compliance Assessment Reports;
- Monitoring and updating the ADA Self-Evaluation and Transition Plan; and
- Internal procedures for granting exemptions for NID projects.

H. NID seeks to have a final ADA Transition Plan completed within twelve (12) months from issuance of a Notice to Proceed. If the Consultant deems this unreasonable based on prior experience, a suitable completion date shall be clearly identified, and an explanation provided as to why the preferred completion date would be unrealistic.

IV. PROPOSAL CRITERIA, EVALUATION, AND CONTENT OVERVIEW

The Proposal shall not exceed twenty (20) pages, excluding resumes and transmittal letters. The Proposal shall be able to be printed on 8-1/2 x 11 paper. Diagrams and schedules will be allowed to be on 11 x 17 paper. CDs of supplemental material will not be considered in the evaluation.

The Proposal shall be sufficient enough to demonstrate the Proposer's understanding of the Project, their approach, and experience. The below criteria will be used to evaluate the content of the Proposal for ranking.

1. Project Overview and Approach (25%):

Provide a narrative overview of the Project understanding and approach based on this RFP. Include any comments or recommendations that would enhance the scope of the Project or overall goal, project schedule, or implementation. Significant items not part of this RFP should be indicated as optional work and quantified separately.

2. **Technical Expertise and Qualifications (30%):**

Describe the Proposer's experience in completing similar projects. Include descriptions and references of three projects that would demonstrate the experience. The description and reference should include the name and location of the project, scope, key components, how it relates to this Project, cost, and owner/representative contact information that is familiar with the project to be contacted.

Identify the main contributors to the Project team, their corresponding duties, their key tasks, and their office location. Provide an organizational chart, clearly identifying the Project Manager. The Project Manager shall remain the same for the course of the Project unless approved by the District.

Identify sub-consultants, if any, describing their expertise, experience, and involvement in the Project.

Include Resumes for all project team members (Consultant and all sub-consultants).

Consideration of accessibility to staff will be included in the evaluation.

3. **Detailed Project Scope of Work (25%):**

Based on the general scope of work provided in this RFP, Consultant shall provide a detailed scope of work that includes all tasks and subtasks, including proposal deliverables. The scope of work shall illustrate the Consultant's unique understanding of the tasks required to complete the effort.

4. **Project Schedule (10%):**

Provide a detailed Project schedule. The schedule should be represented with time graphs. Tasks and subtasks, including optional work, should detail the time requirements and milestone dates. See below for details on District-driven timelines. Please refer to the timeline in Section V when preparing the schedule.

5. **Cost Proposal (10%):**

The cost proposal is to be submitted in a separate email. The cost proposal will include assigned staff, hourly rates, the number of hours per task, and critical subtasks. Include in the Proposal a copy of the Proposer's rate sheets.

6. **Exception to Standard Contract (not weighted for ranking):**

The selected Proposer will be expected to sign the District's standard agreement included in Appendix B. If any exceptions are taken to the Standard Agreement, the Proposer should submit them to the District for review and consideration.

V. **PROJECT SCHEDULE**

Proposals are due by 5:00 pm on September 26, 2024. The District will review the proposals. Based on that review the District may consider conducting interviews with a selected group of Proposers. Award of the contract is anticipated to go before the Board on October 9, 2024. The final ADA Transition Plan will be ready to bring to a Board meeting for approval in September 2025.

VI. **GENERAL INFORMATION**

1. The Nevada Irrigation District requests interested firms submit one (1) searchable PDF copy to the District by 5:00 pm on September 26, 2024. Email proposals to Doug Roderick, P.E., Director of Engineering, Nevada Irrigation District, to roderick@nidwater.com. Please include in the subject the firm's name along with the title of the Project: *ADA TRANSITION PLAN*.

2. The District may consider non-responsive any proposals not prepared and submitted in accordance with the provision hereof and may waive any formalities or reject any/or all proposals. Any proposal received after the date and time specified above shall not be considered. There will not be a formal public opening of the proposals.
3. The set of proposals must be submitted as described above. Proposers shall comply with all instructions and provide all information requested. Failure to do so may disqualify a proposal. Proposers will receive a confirmation email of receipt. If no confirmation email is received, most likely, the package exceeded the District's mailbox limits of 10 MB, and a "drop" delivery is required.

The Proposer's cost of services shall be submitted in a separate email, constrained to the same deadline. Please include in the subject line the firm's name and the following title: *Project Costs: ADA TRANSITION PLAN*. A breakdown of where the costs are directed must be included with the project cost.

4. The Proposal should not exceed twenty (20) pages, excluding resumes and transmittal letters.
5. The Proposal shall be divided to correspond with the evaluation criteria outlined in this RFP.
6. An authorized officer shall sign all proposals or an employee of the proposing team authorized to contract work for the firm. Proposals may be withdrawn by written notice at any time prior to the Proposal's due date.
7. No interpretations of the meaning of the Request for Proposal or other proposal documents will be made orally. Each request for such interpretations should be made in writing and addressed to Doug Roderick, P.E., Engineering Manager, 1036 W. Main Street, Grass Valley, CA 95945-5424 (roderick@nidwater.com).
8. To be considered, requests for additional information must be received by September 20, 2024.
9. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Request for Proposals, which, if issued, shall become part of the Request for Proposals.
10. During proposal evaluation, proposal questions and scope discussions may occur with proposing teams who submit proposals determined to be reasonably susceptible to being selected for award. However, proposals may be accepted without discussion.
11. After their receipt, the proposals will be reviewed and evaluated in accordance with the rating criteria listed in this proposal form. After the proposal evaluations are completed, a memo of recommendation, including the rating summary, will be forwarded to the District Board of Directors. Award of the Proposal is subject to final approval by the District Board. Once the District Board awards the contract, a purchase order will be generated for the work.

NEVADA IRRIGATION DISTRICT

AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN

APPENDIX A

LIST OF NID FACILITIES

Grass Valley Headquarters Complex
Gold Hill Yard
Secret Town Hydro Headquarters
Whitcome Building – Colfax
Scotts Flat Lake Campground - Gate 1
Scotts Flat Lake Campground – Gate 2
Scotts Flat Lake Campground – Headquarters
Cascade Shores Boat Launch
Rollins Lake Peninsula Campground
Rollins Lake Orchard Springs Campground
Rollins Lake Long Ravine Campground
Rollins Lake Greenhorn Campground – ran by concessionaire
Aspen Campground
Silvertip Campground
Faucherie Campground
Bowman Campground

NEVADA IRRIGATION DISTRICT
AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN
APPENDIX B
STANDARD CONSULTING CONTRACT



NEVADA IRRIGATION DISTRICT

(Est. 1921)

CONSULTING SERVICES AGREEMENT

AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN

This AGREEMENT made and entered into this _____ day of _____, by, and between NEVADA IRRIGATION DISTRICT, hereinafter referred to as the "DISTRICT", whose address is 1036 W. Main Street, Grass Valley CA 95945, and **CONSULTANT'S NAME**, hereinafter referred to as the "CONSULTANT", whose address is **CONSULTANT's address**. DISTRICT and CONSULTANT may also be referred to each as a "Party" or collectively as "Parties."

WITNESSETH

WHEREAS DISTRICT requires consulting services for Professional Services relating to the Americans With Disabilities Act Self Evaluation and Transition Plan (the "Project"); and

WHEREAS CONSULTANT has the necessary experience to assist DISTRICT by providing consulting services as outlined in the scope of work for the Project; and

WHEREAS CONSULTANT, on **Date**, submitted to DISTRICT a proposal to provide such consulting services (the "Proposal"); and

WHEREAS CONSULTANT's proposal provides detailed information on the general approach to be followed by CONSULTANT, including the scope of work, personnel to be assigned to the work, sub-consultants, a budget, and a schedule; and

WHEREAS CONSULTANT will ensure that the personnel assigned to the Project will be Certified ADA Consultants, and will possess the necessary expertise, experience, and qualifications to qualify as experts in the field as certified experts in accessibility standards.

WHEREAS DISTRICT wishes to engage the services of CONSULTANT in accordance with the Proposal.

NOW, THEREFORE, DISTRICT and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE I - CONSULTANT'S SERVICES: CONSULTANT shall perform services requested by DISTRICT as directed by a written TASK ORDER from DISTRICT, an example of which is attached hereto as EXHIBIT A and incorporated herein by this reference. Each TASK ORDER shall outline the scope of services to be performed, state the time within which the work is to be completed, delineate any special conditions, state the fee or the method of determining the fee, state the time of payment of the fee, and authorize CONSULTANT to proceed, and be executed by an authorized representative of CONSULTANT. Subsequent TASK ORDERS may be executed after the date of this agreement as amendments. Once approved, executed, and upon written acceptance by CONSULTANT of TASK ORDERS from DISTRICT said TASK ORDER shall constitute an authorization to CONSULTANT to proceed in accordance with its terms.

ARTICLE II - CONSULTANT'S FEE: For services performed under a TASK ORDER, CONSULTANT shall be compensated on a time-and-material basis with a not-to-exceed limit, or on a fixed-fee basis, as delineated in the TASK ORDER.

All work performed on a time-and-material cost basis will be reimbursed in accordance with the compensation schedule set forth in EXHIBIT B attached hereto and incorporated herein by this reference. CONSULTANT will provide accurate time sheets and submit those time sheets with each payment request to DISTRICT.

Compensation shown on EXHIBIT B will remain in effect until at least [REDACTED]. After that date, if a change in hourly charges occurs, CONSULTANT will file with DISTRICT the updated charges for DISTRICT approval. CONSULTANT shall provide not less than thirty (30) days advance notice of the effective date of such changes. Any changes to be applied to outstanding time and material TASK ORDERS shall not be effective unless approved by DISTRICT. DISTRICT shall not unreasonably withhold or delay approval of reasonable changes. Changes in hourly charges shall not apply to fixed-fee TASK ORDERS. Nothing in this Paragraph shall limit DISTRICT's rights to terminate this AGREEMENT without cause under ARTICLE V. Notwithstanding the foregoing, changes in the compensation schedule shown in EXHIBIT B will not be made more frequently than annually.

If the TASK ORDER carries a not-to-exceed limit, that limit shall not be exceeded without prior approval of DISTRICT. CONSULTANT shall not undertake assignments, either directly or indirectly, from DISTRICT if CONSULTANT believes such assignment represents work outside the scope of work contained in the approved TASK ORDER without first notifying DISTRICT in writing of such beliefs, and without receiving written authorization to proceed with such out-of-scope work. CONSULTANT shall, if requested by DISTRICT, provide personnel to appear before DISTRICT's governing body and/or a committee thereof regarding any claims of additional compensation or a claimed exceedance of the not-to-exceed amount. Such appearance(s) and preparation therefore shall not be claimed as additional work or work outside the scope of assigned tasks.

ARTICLE III - PAYMENT FOR SERVICES: For services performed under a time-and-material, or a fixed-fee basis, CONSULTANT will invoice DISTRICT on a monthly basis. Invoices for payments covered by time-and-material not-to-exceed TASK ORDERS shall include, along with the current billing amount, the total amount billed previously, and the amount remaining on the not-to-exceed amount. Payments covering fixed fee TASK ORDERS will be based on the percent of completion of the TASK ORDERS.

Payment to CONSULTANT is due and payable upon submission of each invoice. If payment is not made within 21 calendar days after the date of the invoice is received and accepted by DISTRICT, interest on the unpaid balance thereof will accrue, from the last day of the month in which payment was due, at the rate of 6 percent per annum and become due and payable at the time said delayed payments are made by DISTRICT. If DISTRICT fails to pay CONSULTANT in full within 60 days from receipt of an invoice, CONSULTANT may suspend its performance of the services until all outstanding invoices have been paid in full by DISTRICT.

ARTICLE IV - COMPLETION OF SERVICES: CONSULTANT agrees that CONSULTANT will do all work within the time required of CONSULTANT as set forth in each TASK ORDER, but it is agreed between the parties to this AGREEMENT that CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control. Delays caused by actions or inactions of CONSULTANT's employees, or sub-consultants or suppliers to CONSULTANT shall not, in and of themselves, be considered factors outside the control of CONSULTANT.

ARTICLE V - TERMINATION OF AGREEMENT: DISTRICT may terminate this AGREEMENT without cause by giving 15 days' written notice to CONSULTANT provided, however; CONSULTANT shall be compensated for all work done to the date of the termination, computed on a time-and-material cost basis beginning from the last paid invoice. Nothing herein shall deprive

DISTRICT of its right to set off its damages against amounts claimed by CONSULTANT in the event of termination for cause.

All work accomplished prior to termination shall be the property of, and be given to, DISTRICT. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of the applicable requirements of this AGREEMENT, including the provision of all deliverables, whether draft or final, in electronic and paper form, required under the Agreement. Final payment can be withheld until all deliverables are provided.

ARTICLE VI - CONSULTANT'S RESPONSIBILITY AND STANDARD OF CARE: CONSULTANT agrees that CONSULTANT's services shall be performed to the standard of an expert in the field for which CONSULTANT was retained. Notwithstanding the foregoing, the parties agree that estimated construction costs furnished by CONSULTANT are estimates only, and CONSULTANT is not retained to provide a guaranteed cost of construction and is not responsible for fluctuations in cost factors.

CONSULTANT shall at all times employ qualified, experienced, employees and sub-consultants in the performance of this AGREEMENT. CONSULTANT will be responsible for compliance with all applicable laws, rules, and regulations governing the employment of personnel engaged by CONSULTANT, including personnel employed by any of CONSULTANT's sub-consultants, including without limitation the payment of prevailing wages on public works projects, if applicable. Nothing herein shall restrict CONSULTANT from contesting the determination of the State of California regarding the applicability of such laws.

ARTICLE VII - EXPERT TESTIMONY: It is agreed that, in the event of any legal or other controversies where DISTRICT requests the services of CONSULTANT in providing expert testimony in connection with this project, except to the extent such suits or claims by third parties against DISTRICT arise out of errors or omissions of CONSULTANT, DISTRICT shall pay CONSULTANT for expert witness services and testimony rendered in regard to such legal or other controversies, including costs of preparation for the controversy, on a time-and-material basis in addition to other sums of money payable under this AGREEMENT.

ARTICLE VIII - CONFIDENTIALITY: All deliverables, whether in electronic or other forms and other written and electronic work or related material provided by CONSULTANT that is required by DISTRICT to interpret and fully use such deliverables shall be considered the unrestricted property of DISTRICT. No deliverables or other material provided by CONSULTANT shall be considered confidential absent the prior approval of the General Manager. If either party discloses information that has been agreed to be kept confidential, and such information is clearly identified in writing as proprietary or confidential, the party receiving such information shall keep it in confidence and shall not furnish or otherwise disclose it to any third party during or after completion of the services. No information shall be designated as confidential, and neither party shall be obligated to maintain the confidentiality of such information, if:

- i. The information is independently developed by the receiving party without the utilization of confidential or proprietary information;
- ii. The information is or becomes public knowledge without the fault of the receiving party;
- iii. The information is or becomes available to the receiving party from another source without any legal obligation to protect such information; or
- iv. The information is considered a public record under the California Public Records Act or is otherwise disclosed pursuant to a governmental or legal requirement.

ARTICLE IX – INDEPENDENT CONTRACTOR: CONSULTANT enters into this AGREEMENT as an independent contractor and not as a DISTRICT employee. Nothing in this AGREEMENT shall be inconsistent with this relationship or status.

ARTICLE X – INDEMNIFICATION AND DEFENSE: CONSULTANT shall indemnify and hold District harmless against claims, liability, or loss for injury or death to person(s), destruction or damage to or loss of use or diminution in value of property, injury to the environment, economic loss, or fines or penalties, and for associated legal costs, fees, and expenses including attorney and consultant fees, arising out of or relating to CONSULTANT's services (Claims). This duty to indemnify shall not extend to Claims to the extent caused by the willful misconduct or active negligence of District. In such case, the obligation to indemnify shall be reduced proportionately by the percentage to which District's willful misconduct or active negligence caused, or contributed to the cause of, the Claim. This duty to indemnify shall extend to Claims by any employee of CONSULTANT or its subcontractors or suppliers.

In addition to and separate from its duty to indemnify, CONSULTANT shall defend District against suits, actions, or proceedings founded upon Claims. This duty to defend arises upon the commencement of the suit, action, or proceeding founded upon Claims and exists irrespective of any obligation of CONSULTANT to indemnify.

CONSULTANT's duties to indemnify and defend are not limited in scope or amount to insurance required by this Agreement.

CONSULTANT's duties to indemnify and defend shall survive the completion of CONSULTANT's work.

ARTICLE XI – INSURANCE: CONSULTANT shall procure and maintain the insurance coverage as set forth in EXHIBIT C, attached herewith, and CONSULTANT shall provide a Certificate of Insurance to DISTRICT within 14 days of execution of this Agreement, naming DISTRICT as Additional Insured, for the term of this Agreement.

ARTICLE XII - ADDITIONAL PROVISIONS: Any and all alterations, modifications, changes, or additions to the terms and provisions of this AGREEMENT that may affect the liability, duties, or responsibilities of either Party hereto is not valid and shall not be effective without first receiving written consent to such change, alteration, modification, or addition from the other Party.

ARTICLE XIII – PROPRIETARY DATA: All information, data, or systems ("work") will be provided such that they will stand alone, such that the work does not require the purchase of other information, programs, or systems necessary for the unrestricted use of the work to meet the needs of DISTRICT. CONSULTANT shall advise DISTRICT in advance of undertaking any work if any propriety system is to be used by CONSULTANT. If such notice is not given, the system, programs, or method used by CONSULTANT shall not be deemed proprietary. If a propriety system is used, a minimum of one copy of the information or program will be provided with the contract unless DISTRICT already has the system or more than one copy is provided with the contract.

ARTICLE XIV – MARKUPS AND REIMBURSEMENTS: If markup is to be applied to reimbursements and overhead as part of CONSULTANT's proposal, CONSULTANT will be compensated for such reimbursement and overhead markup applied to direct or indirect expenses as shown below:

(a) DISTRICT will pay a maximum of five (5) percent markup, including markup applied to any contract for sub-contractors, or unless a lower markup is specified in the proposal. This 5-

percent is not cumulative in that DISTRICT will not pay a markup on a markup. Bids/proposals shall provide these costs in the bid/proposal provided to DISTRICT. If such costs are not included at that time, they shall not be charged during the course of the work.

(b) DISTRICT will not pay CONSULTANT for out-of-pocket expenses such as local travel, mileage, car rental, meals, phone calls, data management, and other overhead incidentals unless specifically accepted as part of the proposal costs. DISTRICT will pay for reproducing of documents, copying costs, postage, and courier delivery (requested by DISTRICT) at the rate and quantity described in the Proposal, or reimbursed for the actual out-of-pocket expenses, without mark-up, if not included in the Proposal.

(c) DISTRICT will not pay for any equipment or equipment rental needed to complete the work such as GPS units, survey equipment, and computers.

(d) Products purchased or provided by CONSULTANT at DISTRICT's request such as software, hardware and supplies will be billed at cost plus applicable shipping, handling, and taxes, without markup.

ARTICLE XV – NOTICES: Any notice required to be given by one Party to the other Party shall be sufficient if given in writing, mailed via registered or certified mail, postage prepaid, addressed as respectively indicated, or at such other place as the applicable party may from time to time designate by written notice. Notice shall be deemed given upon deposit in the US Mail.

A. To CONSULTANT addressed to:

B. To DISTRICT addressed to:

Consultant Contact
Consultant Company Name (if any)
Consultant's Address

Jennifer Hanson, General Manager
Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945-5424

ARTICLE XVI - SUCCESSORS AND ASSIGNS: CONSULTANT agrees and understands that DISTRICT is retaining the services of CONSULTANT based on the unique experience and expertise of CONSULTANT and the professional experience and expertise of the personnel, including sub-consultants, who CONSULTANT has advised DISTRICT will be assigned to the Project. CONSULTANT has studied the project as part of its proposal and commits that it has the staff and resources to complete the Project. Therefore, CONSULTANT shall not assign its interest in this AGREEMENT, nor voluntarily change, reassign, or redeploy those key personnel and sub-consultants assigned to the Project, without the express, prior approval of DISTRICT, which approval shall be within DISTRICT's sole and unlimited discretion. Subject to such rights of DISTRICT and the limitations on assignment by CONSULTANT, this AGREEMENT shall be binding upon the heirs, successors, executors, administrators, and assigns of DISTRICT and CONSULTANT. No assignment by CONSULTANT shall relieve CONSULTANT of its obligations hereunder without the express, written release, of DISTRICT.

ARTICLE XVII – MERGER: This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement

representation, warranty, or agreement of the other party except for those expressly contained in this Agreement.

ARTICLE XVIII – AMENDMENT: The Parties may not amend this Agreement, except by written agreement of the parties.

ARTICLE XIX - QUALITY ASSURANCE: All materials, including documents, drawings, and maps prepared by CONSULTANT shall be of the highest professional quality and standard. CONSULTANT shall proofread all documents to be delivered to DISTRICT, and shall ensure, without limitation, that such materials are free of spelling, grammar, punctuation, and syntax errors. If CONSULTANT fails to deliver error-free materials, DISTRICT reserves the right to identify revisions and requires CONSULTANT to revise and resubmit the document to DISTRICT for further review. None of the costs for corrections or resubmittal, such as labor and printing, shall be charged to DISTRICT.

ARTICLE XX – HANDLING OF PROJECT RELATED INFORMATION: CONSULTANT and its subcontractors or employees shall not promote, distribute, or present materials or information concerning this project without the expressed permission of the General Manager or his assigns. Requests for information on this project shall be approved by DISTRICT prior to release.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT, on the respective dates indicated below.

CONSULTANT:

DISTRICT:

By _____
Representative, Title

By _____
Manager, Title
Nevada Irrigation District

Date _____

Date _____

*CONSULTANT shall attach a Corporate Resolution authorizing an individual to execute agreements on behalf of a corporation. CONSULTANT shall also attach a current IRS Form W-9 providing an Employer Identification Number (EIN) and/or Social Security Number (SSN) if sole proprietor.

EXHIBIT A

CONSULTING SERVICES

AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN

TASK ORDER NO. _____

DISTRICT hereby requests and authorizes _____ to perform the following services:

SCOPE OF SERVICES:

TIME FOR COMPLETION:

SPECIAL CONDITIONS:

DELIVERABLES:

FEE FOR SERVICE AND METHOD FOR DETERMINING FEE:

Time and materials per the attached Schedule of Billing Rates (EXHIBIT B) are not to exceed the amounts set forth in CONSULTANT's proposal described under the scope of services, in the amount of \$ _____.

Services covered by this task order shall be performed, and payment for such services shall be made, all in accordance with that AGREEMENT between DISTRICT and CONSULTANT dated _____.

CONSULTANT:

DISTRICT:

By _____
Representative, Title

By _____
Manager, Title
Nevada Irrigation District

Date _____

Date _____

EXHIBIT B

CONSULTING SERVICES

AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN

COMPENSATION SCHEDULE

[Insert information provided by Consultant.]

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, his/her agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1.	General Liability: <i>Including operations, products and completed operations.</i>	\$1,000,000	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2.	Automobile Liability:	\$1,000,000	Per accident for bodily injury and property damage.
3.	Employer's Liability	\$1,000,000	Per accident for bodily injury or disease.
4.	Errors & Omissions Liability:	\$1,000,000	Per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At the option of DISTRICT, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to DISTRICT, its officers, officials, employees, and volunteers, or (b) CONSULTANT shall provide a financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

EXHIBIT C

1. DISTRICT, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT; or automobiles owned, leased, hired, or borrowed by CONSULTANT.
2. For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance with respect to DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by DISTRICT, its officers, officials, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute to it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT.

If Errors and Omissions coverage is written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract's effective date, CONSULTANT must purchase an extended period of coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to DISTRICT for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to DISTRICT.

Verification of Coverage

Consultant shall furnish DISTRICT with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by DISTRICT before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer may acquire by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of DISTRICT for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractor.