

City of Lindsay
Request for Proposals & Qualifications (RFP/RFQ) for Design Services
for Project 1: Transit Center & Project 2: Community Facility Building



City of Lindsay
Department of City Services
150 North Mirage Avenue
Lindsay California 93247
559.562.7102 Ext. 4 Phone 559.562.5748 Fax

**City of Lindsay,
RFP/RFQ For Design Services**

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**CITY OF LINDSAY
STATE OF CALIFORNIA
A - NOTICE INVITING BIDS**

Proposals/Qualifications Submittals will be received by the Office of the City Services at 150 N Mirage Avenue, City of Lindsay, California, **until 1:30 p.m. on March 22, 2022.**

**REQUEST FOR PROPOSALS/QUALIFICATIONS (RFP/RFQ) FOR DESIGN SERVICES FOR
PROJECT 1: TRANSIT CENTER & PROJECT 2: COMMUNITY FACILITY
BUILDING**

Instructions to Bidder and Request for RFP/RFQ may be inspected at City of Lindsay Department of City Services, 150 North Mirage, Lindsay, California and copies of said documents may be obtained from the City Services Department upon payment of a \$20.00 non-refundable fee for each set. Bidders must request to be placed on the official plan holder's list by sending an email request to **namezcua@lindsay.ca.us** and an electronic copy of the RFP/RFQ will be provided at no fee. All addenda and correspondence during the bid process will be handled electronically. **RFP/RFQ's submittals will be accepted via electronic.**

It is each consultant's sole responsibility to ensure its submittal is timely delivered and received at the location designated as specified above.

Prevailing Wage. The Criteria Architect and all Subconsultants under the Criteria Architect shall pay all workers on Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file at the Court's principal office. Prevailing wage rates are also available from the Court or on the internet at <http://www.dir.ca.gov>.

Prevailing Wage Compliance Monitoring. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Criteria Architect shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

Contractor Registration. Criteria Architect shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPR(s)") to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations ("DIR"). Labor Code section 1771.1(a) states the following: "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

The City hereby affirmatively ensures that qualified Consultants so duly licensed will be afforded full opportunity to submit proposals in response to this notice and there will be no discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

No qualified handicapped person shall, on the basis of handicap, be excluded from participating in, be denied the benefits of, or otherwise be subject to discrimination.

No proposal will be accepted from a Consultant who is not duly licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code.

The right is reserved by the City of Lindsay to reject any or all proposals, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

All terms and conditions contained in the contract documents, including the information to bidders, shall become part of the contract. No Consultant may withdraw his proposal for a period of sixty (60) days after the time set for the opening thereof.

Dated this 15th day of February 2022.

A handwritten signature in cursive script, appearing to read 'Francesca Quintana', written in black ink.

Francesca Quintana, Deputy City Clerk of the
City of Lindsay

Publish Notice: Porterville Recorder, February 16, 2022

SECTION ONE
B - INSTRUCTIONS TO CONSULTANTS

Scope of Work. The City of Lindsay (hereinafter referred to as "CITY") is requesting proposals/qualifications (RFP/RFQ) from qualified architectural and/or engineering firms for the purpose of developing plans and specifications for the New Transit Center and also the recently acquired "Church building" to be remodeled to a community facility space.

This document identifies the general project scope and procedures for consultant involvement in this process. Responding consultants must have relevant experience and the ability to provide the requisite professional services.

The two projects consist of providing architectural and/or engineering professional services to design the proposed construction/improvements of the following:

Project 1: Transit Center

Address: 240 N. Mt. Vernon Avenue. Lindsay, CA 93247
APN#: 205-283-001 & 205-283-010
Owner: City of Lindsay

Project 2: Community Facility

Address: 284 E. Hermosa St. Lindsay, CA 93247
APN# 205-260-014
Owner: City of Lindsay

Examination of Proposal Documents and Sites of Work. By submitting a proposal, each CONSULTANT represents that it has thoroughly examined and become familiar with the work required under this RFP/RFQ and that it is capable of performing quality work to achieve the objectives of the CITY.

Addenda/Clarifications. Any CITY changes to this RFP/RFQ will be made via written addendum. No verbal modification shall be binding.

Proposal Requirements. Proposals to receive consideration shall be in accordance with the following instructions:

- a. Proposals for this project will be accepted at this office **until 1:30 p.m., on Tuesday, March 22, 2022**. The proposal shall be submitted in a sealed envelope or electronically via email, plainly marked/subject "Request for Proposals/Qualifications for Design Services.". Proposals shall be addressed to:

Neyba Amezcua, City Services & Planning Director
namezcua@lindsay.ca.us
150 N. Mirage Ave, Lindsay CA 93247

The City reserves the right to reject any and all proposals, which do not meet the requirements of this RFP /RFQ and/or any portion of the requirements of this project.

b. All prices and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person or persons signing the proposal.

c. Proposals shall not contain any recapitulation of the work to be done. Alternate proposals will not be considered except as required hereinabove. No oral, telegraphic, or telephonic proposals or modifications will be considered.

d. The Owner may make such investigations as they deem necessary to determine the ability of any Consultant to perform the Work and the Consultant shall furnish to the Owner such information and data for this purpose as the owner may request.

e. Each Consultant shall list their proposed subcontractors on the form accompanying the proposal.

Licensing. All persons, firms, partnerships, or corporations shall be licensed in accordance with the Business and Professions Code of the State of California and the applicable ordinances of the City of Lindsay before proceeding with the work under this contract.

Award of Contract or Rejection of Proposals. No Consultant may withdraw their bid for a period of sixty (60) days after the date set for the opening of Proposals. The contract for the work will either be awarded, or the Proposals rejected within sixty (60) days from the date set for the opening of Proposals.

The contract for the work will be awarded to the lowest responsive and responsible Consultant complying with these instructions, the seven (7) criteria set forth below and the "Notice Inviting Proposals". The City, however, reserves the right to reject any or all Proposals and to waive any informality in the Proposals received. The City will evaluate each project separately and has the right to award the project to two different consultants. The city, in making its determination of the lowest responsible Consultant, will consider the following criteria:

1. Firm(s) quality of the technical approach to the project;
2. Firm(s) experience with similar projects;
3. Firm(s) key personnel qualifications/certifications and experience;
4. Firm(s) understanding of the project requirements;
5. Firm(s) ability to provide the required services in a timely and cost-effective manner to meet the required schedule;
6. Firm(s) policy in providing Equal Employment Opportunity; and
7. Firm(s) approach to provide the best product for CITY.
8. Firm(s) proposal total price per project. The City has the right to award the contracts per project.

The attached CITY'S Consultant Selection Rating Form shall be used to rate each firm.

A Consultant to whom an award is made shall execute a written Contract with the City and the Contract shall be made on the form provided by the City.

If the Consultant to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and an award may be made to the next lowest responsible Consultant; and such Consultant shall fulfill every stipulation embraced herein, as if they were the party to whom the first award was made. A corporation to which an award is made shall furnish evidence of its corporate

existence and that the officers signing the contract for the corporation are duly authorized to do so by certified copy of Resolution authorizing same by Board of Directors.

Schedule of Events.

RFP/RFQ Schedule of Events (Subject to change at the City's discretion)		Dates	Due back By
1	Release of RFP/RFQ	Wednesday, February 16, 2022	
2	Pre-Proposal Meeting	Thursday, March 3, 2022	1:30 PM
	Deadline for submittal of Firm's requests for clarifications or questions regarding the RFP/RFQ		
3	Send to: namezcua@lindsay.ca.us	Wednesday, March 9, 2022	3:00 PM
4	Modifications and/or responses to questions	Tuesday, March 15, 2022	
5	Submittal Deadline for RFP/RFQ	Tuesday, March 22, 2022	1:30 PM

Workers and Wages. Attention is specifically directed to all provisions of the Labor Code of the State of California with regard to workers and wages. Contractors must comply with provisions of the Work Hours and Safety Standards Act (40 U.S.C. 327 ET SEQ) and the regulations issued thereunder.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Lindsay address and available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in this project manual issued for bidding. Purposes and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of this project manual. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates

Pre-Proposal Meeting. pre-proposal meeting has been set by Thursday March 3, 2022, at the at 1:30 pm at 240 N. Mt. Vernon St. This will be the meeting site, then the second job site will follow.

Identification of Subcontractors. In accordance with Section 4100 et seq of the Public Contract Code, each Consultant, in the Proposal, shall set forth: **(1)** The name and location of the place of business of each subcontractor who will perform work or labor, or render services to the Contractor in or about the construction of the work, or improvement, in an amount in excess of one-half of one percent of the Contractor's total bid; and **(2)** The position of the work which will be done by each such subcontractor. No Contractor, whose bid is accepted shall, without consent of the City, either: **(3)** Permit any such contract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or **(4)** Sublet or subcontract any portion of the work in excess of one-half percent of one percent of the Contractor's total bid as to which their original bid did not designate a subcontractor.

Statutory Penalty for Unauthorized Overtime Work. In accordance with Section 1815 of the California Labor Code, the Contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during

which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of Sections 1810-1815 of the California Labor Code.

Workers Compensation Notice. As required by Section 1860 of the California Labor Code and in accordance with provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of “workers compensation” to its employees.

Workers Compensation Certification by Contractor. In accordance with Section 1861 of the California Labor Code, the Contractor shall furnish the City a notarized statement prior to commencing construction as follows: “I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.”

Consultant Selection and Interviews: CITY selection committee, consisting of the Administrator and at least two additional staff members familiar with the project requirements, will review all proposals and rank CONSULTANTs according to their demonstrated competence and professional qualifications as assessed by their response to this RFP/RFQ and the evaluation criteria contained in the CITY’S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled for April 2022. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

Contracts/Agreements: The successful CONSULTANTs shall enter into upcoming Contracts with CITY that are based on the contents of this RFP/RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANTs desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. Issuance of this RFP/RFQ and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFP/RFQ, and cancel any or all portions of this RFP/RFQ and resulting Contract.

Compensation:

- A. All items of work required for completion of the project/s to result from this RFP/RFQ shall be paid for following the cost proposal format specified in each task order request. Costs for any and all items not specifically listed but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFP/RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.
- B. If the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.

- C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

Ownership of Reports and Documents: Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

Proposal Format and Content: Proposals shall be brief and include a concise address of the following information:

A. Firm Experience:

- i. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.
- ii. Other information that might aid CITY in ascertaining proposing firm's qualifications.

B. Consultant Team:

Name of prime consulting firm, subconsultant(s), names of principals, associates, project manager, and key personnel, their proposed level and areas of responsibility, and their qualifications/certifications in those areas. The CONSULTANT's Project Manager and key personnel will be an important factor considered by CITY.

- i. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
- ii. If subconsultants are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.
- iii. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. Proposal Format:

- i. Proposals shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and

single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City REQUIRES the use of recycled materials.

- ii. Proposals should include, but not be limited to, the following:
- ◆ Page numbering;
 - ◆ Table of Contents, if applicable;
 - ◆ Section dividers with tabs, if applicable;
 - ◆ Identification of offering firms, including name, address, and telephone number of each firm;
 - ◆ Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
 - ◆ Licensure. Provide documentation demonstrating that Firm is a currently licensed architect or a registered professional engineer in the State of California. Architects and Civil Engineering Licensure will be verified by accessing California Department of Consumer Affairs at: <https://search.dca.ca.gov>.
 - ◆ Acknowledgment of receipt of RFP/RFQ addenda, if any;
 - ◆ Concise, complete response addressing each of the items, 'a' through 'p', as shown in the City's "Consultant Selection Rating Form"; and
 - ◆ Exceptions to or deviations from the requirements of this RFP/RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.
 - ◆ Cost Proposal. The City has included the task required at each phase. Consultants shall follow the provided format and task descriptions. Consultants can add additional descriptions to the provided Task descriptions.

CITY OF LINDSAY
REQUEST FOR PROPOSALS/QUALIFICATIONS (RFP/RFQ) FOR DESIGN
SERVICES FOR
PROJECT 1: TRANSIT CENTER &
PROJECT 2: COMMUNITY FACILITY BUILDING

The City of Lindsay seeks RFP/RFQ from qualified architectural and engineering firms for the purpose of developing plans and specifications for the construction, remodels and/or additions needed at each of the for the New Transit Center and community facility building.

This document identifies the general project scope and procedures for consultant involvement in this process. Responding consultants must have relevant experience and the ability to provide the requisite professional services.

PROPERTIES INFORMATION

Project 1: Transit Center

Address: 240 N. Mt. Vernon Avenue. Lindsay, CA 93247

APN#: 205-283-001 & 205-283-010

Owner: City of Lindsay

Project 2: Community Facility

Address: 284 E. Hermosa St. Lindsay, CA 93247

APN# 205-260-014

Owner: City of Lindsay

Scope of Design Services: The consultant will respond directly to the City Services & Planning Director or their designee on the project. The selected consultant will perform, but not be limited to the following task per Project:

Project 1: Transit Center

Summary of Services

- This project will include the design of retail building(s), transit office/building or a combination of both, parking lot w/ electric charging stations (both transit buses and public), and as an alternate a rail platform for public loading/waiting area.
- Budget Analyses at each design stage
- Preliminary Design– Prepare preliminary design options (3 total) based on the project kickoff meeting with City staff and project site job walk. Determine physical site limitations, geotechnical, drainage, and potential soil remediation. Include a final project task schedule for architectural and engineering construction document delivery.
- Design development Develop and prepare site plan, floor plan, elevations, and other design details based on input from the Preliminary Design Assessment. The Design development shall have submittals at 30%, 50%, 90% design and 100% final design.
- Contract Documents, Engineering/Architectural Construction Plans, and Specifications. The package shall contain architectural and engineering construction drawings, including all details, materials, finishes, fixtures and site work required.
- Bidding & Construction Support/Administration shall be included as an alternate bid item.

It is up to the individual or firm to determine how many meetings and updates to the estimated construction costs will be required during each phase. Please detail this in your proposal.

Background

- The City purchased back in 2019 the packing house located in 240 N. Mt. Vernon Ave. with the purpose building a transit center.
- The City Transit is provided by Tulare County Regional Transit Agency
- The City is in the bidding process for demolishing the packing house. The packing house has a basement, and the demolition contract will include filling the basement with Class II AB.
- The Tulare County Association of Government hired a consultant to do a Transit Station Site Selection Study for the City of Lindsay and Farmersville back in 2018. The study will be available for background use only. The included concept design is not approved, and City is looking to maximize the use of the property.
- The City conducted a Phase I environmental Site Assessment in 2019 and a Lead & Asbestos Report in 2022 and will be available to the consultants.

Project 2: Community Facility Building

Summary of Services

- This project will include the renovation/remodel of an existing Church building into a community facility. The existing building has a basement and a first floor.
- Budget Analyses at each design stage
- Preliminary Design Assessment – Conduct a project kickoff meeting with City staff, including a project site job walk. Determine physical site limitations, electrical, plumbing, and/or structural potential issues and any needed Lead & Asbestos remediation. Provide a final project task schedule for architectural and engineering construction document delivery.
- Design development Develop and prepare site plan, floor plan, elevations, and other design details based on input from the Preliminary Design Assessment. The Design development shall have submittals at 30%, 90% design and 100% final design.
- Contract Documents, Engineering/Architectural Construction Plans, and Specifications. The package shall contain architectural and engineering construction drawings, including all details, materials, finishes, fixtures, and site work required.
- Bidding & Construction Support/Administration shall be included as an alternate bid item.

It is up to the individual or firm to determine how many meetings and updates to the estimated construction costs will be required during each phase. Please detail this in your proposal.

Background

- The City acquired the property located in 284 E. Hermosa St. in January 2022 with the purpose of remodeling/convert it into an office building space to be use as a community facility.
- The City conducted a Lead & Asbestos Assessment in January 2022 and the report will be available to the consultants.
- There is a potential partnership with Community Services Employment Training (CSET) agency for a potential lease and use of the building. Accommodations for their potential use will be part of the design as well as a common conference room for the use of the City, CSET

or the public. Training rooms, offices, and storage room will need to be included in the layout.

Desirable Qualifications of the Consultant: The City is seeking a qualified consultant to provide plans, specifications, and related documentation for specific work to be done at each of the City's project locations. The desired consultant shall have the following qualifications:

1. Experience in design and construction support of similar facilities or other experience relevant to this type of project.
2. The Consultant's proven ability to expeditiously and accurately produce the required product in a concise and useable format.
3. The "design team" should be comprised of professionals with the requisite design expertise to prepare complete "construction ready" plans, specifications, shop drawing review, and construction assistance.
4. The "design team" should include the proper mix of professionals (architectural, engineering, fire sprinkler, and cost estimation).

Local Agency Responsibilities: The CONSULTANT will report to the City Services and Planning Director (Administrator). The CONSULTANT shall not proceed with any work until the CITY provides the Notice to Proceed to the CONSULTANT.

The CITY's Administrator will directly handle the project management and monitoring of the CONSULTANT's work to ensure it is complete, accurate, and consistent with the terms and conditions of the CONSULTANT contract. The Contract Administrator and designees will also inspect, review, and discuss project progress, comply with Federal, State and Local policies and regulations, and other requirements to further the prosecution of the contract work with the least delay.

The CITY's Administrator shall be responsible for the following:

- Serve as the CITY's primary contact person for the CONSULTANT
- Monitor the CONSULTANT's progress and provide direction
- Review billings and determines whether costs billed are reasonable in relation to the work performed during billing period
- Approve the CONSULTANT's progress payments
- Identify other CITY personnel for CONSULTANT to contact, if needed

All records and documentation produced by the CONSULTANT become property of the CITY.

**SECTION ONE
D - CONTRACT**

THIS CONTRACT is made and entered into by and between the City of Lindsay, hereinafter referred to as the "City" and _____, hereinafter referred to as the "Consultant".

PARTIES: City of Lindsay, a California municipal corporation, hereinafter referred to as "CITY"; and _____, hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name:

Description of Project: In general, Consultant to provide (plans and specifications) (services) for the (proposed project). Details are summarized in the Scope of Services as Attachment "A".

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

Contract Services. CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described: .

Payment. In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis (and/or not to exceed _____ Dollars (\$ _____)).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

Insurance. It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than One Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of One Million Dollars (\$2,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$2,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. ***To the fullest extent permitted by law, CONSULTANT agrees to hold harmless, release and indemnify the CITY against any liability for damages, including but not limited to liabilities for personal injury or death or for loss or damage to property, caused by the negligence of CONSULTANT or any of its employees or agents, or CONSULTANT'S negligent activities related to the terms and conditions of or implementation of this Agreement. "Consultant has no obligation to pay for any of the City's defense related cost prior to a final determination of liability, but will reimburse the City for***

those costs, and Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant."

General Prevailing Rate of Per Diem Wages. Any contract entered into pursuant to this notice will incorporate the provisions of the U.S. Department of Labor Code and the State of CA Department of Industrial Relations with the prevailing rates of wages and apprenticeship employment standards established by both agencies.

Compliance with Other Provisions of Law Relative to Public Contract. The City is a public agency in the State of California and is subject to the provisions of the Government Code, The Public Contract Code and the Labor Code of that State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Contract to the same extent as though set forth herein and will be complied with by the Contractor. These include, but are not limited to, the stipulation that eight hours' labor constitutes a legal day's work and the Contractor will, as a penalty to the City, forfeit twenty-five (\$25.00) for each workman employed in the execution of the Contract by the Contractor or any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in violation of the provisions of Article Three, Chapter One, Part Seven, Division 2 of the California Labor Code, except as permitted by law.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 1020 N Street, Sacramento, California 95814.

Integration Clause. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract, exist between the parties. This Contract can be modified only by an agreement in writing signed by both parties.

Familiarity With Project: CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

Workmanship with Project. Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

Assignment of Contract. It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

Affirmative Action. CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

Conflict of Interest Code. CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California

FairPolitical Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

Termination. Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

Entire Contract: It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants

IN WITNESS WHEREOF, this Contract is executed by the duly authorized agent(s) of the City and by the Contractor on the date set before the name of each.

CITY OF LINDSAY

By: _____
City Manager Date

(City Seal)

Attest:

City Clerk
City of Lindsay
Contractor Date

(Corporate Seal)

By: _____

Title

Approved as to Form:

City Attorney for City of Lindsay Date

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION
CONCERNING STATE LABOR STANDARDS**

All contractors and subcontractors shall give the following certifications to the grantee and forward this certification to the grantee within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract."

B. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, twenty-five dollars (\$25.00) for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

Contractor/Subcontractor

By: _____

Typed Name and Title

CERTIFICATION OF NONSEGREGATED FACILITIES

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of his certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature

By: _____

Title