

City of Lindsay
Request for Qualifications (RFQ) for Engineering-Architectural Services
for Lindsay Generators Project



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, RFQ For Design Services

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

Proposals/Qualifications Submittals will be received by the Office of the City Services at 150 N Mirage Avenue, City of Lindsay, California, **until 4:00 p.m. on Wednesday, December 31st, 2025.**

**REQUEST FOR PROPOSALS/QUALIFICATIONS (RFP/RFQ) FOR DESIGN SERVICES FOR
LINDSAY GENERATORS PROJECT**

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 **mmendoza@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. **RFQ 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 October 3rd, 2025.

SECTION ONE

B - INSTRUCTIONS TO CONSULTANTS

Scope of Work

The City of Lindsay (hereinafter referred to as “CITY”) is requesting qualifications (RFQ) from qualified engineering firms for the purpose of developing plans, specifications, and related professional services for the Seven Critical Facilities Backup Generators Project (Phase 1).

Phase 1 of the Lindsay Generators Project is funded under the FEMA Hazard Mitigation Grant Program (HMGP DR-4482-618-22F). This phase involves preparation of the 90% design submittal, environmental documentation, and permitting for seven critical City facilities. The total Phase 1 project budget is approximately \$161,300, consisting of a federal share of \$145,170 and a city match of \$16,130. In addition, the city has been allocated \$8,065 in 100% federally funded Subrecipient Management Costs through FEMA SRMC to support administration and reporting activities.

Consultants should prepare proposals that reflect an efficient and cost-effective approach within the available Phase 1 budget.

Upon successful completion and approval of the 90% design, the City intends to proceed with Phase 2, which will include development of 100% final design plans, assistance during bidding, and construction support services. Advancement to Phase 2 will depend on future funding availability and City Council authorization. Consultants are encouraged to demonstrate an understanding of both phases and how early design decisions will support successful project implementation and construction.

This document identifies the general project scope and procedures for consultant involvement. Responding consultants must demonstrate relevant experience with generator installations, electrical and civil design, and environmental compliance for federally funded infrastructure projects.

The project consists of providing engineering and technical services to prepare the design, environmental documentation, and permitting necessary to install emergency backup generators at the following critical facilities:

• Water Well 14	–	36.22737, -119.13861
• Water Well 15	–	36.22542, -119.15451
• Sequoia Lift Station	–	36.21574, -119.09599
• Hickory Lift Station	–	36.21792, -119.09152
• Lindsay City Hall	–	36.20362, -119.08830
• Lindsay Public Safety Building	–	36.20431, -119.08838
• Lindsay Wastewater Treatment Plant	–	36.21866, -119.13745

1. Project Management

- Provide overall project management for engineering and design tasks.
- Coordinate with City staff, Cal OES, and other stakeholders to ensure compliance with HMGP requirements.
- Deliver regular progress updates and participate in coordination meetings.

2. Site Investigation & Surveying

- Conduct site visits at all seven locations to confirm existing conditions.
- Provide surveying as needed for generator siting, pad elevations, and electrical tie-ins.
- Verify existing utility connections and constraints.

3. Environmental Compliance
 - Prepare environmental documentation in compliance with CEQA and FEMA/Cal OES requirements.
 - Coordinate with City staff to ensure timely submittals and approvals.
4. Engineering Design & Plan Preparation
 - a. Civil/Electrical Design shall include:
 - Site and grading plans for generator pads and enclosures.
 - Electrical design for generator integration at each facility.
 - Fuel system and utility coordination as required.
 - Project specifications and construction cost estimate.
 - Progress submittals at 30%, 60%, and 90%.
 - b. Structural/Mechanical Design (as required) shall include:
 - Generator pad foundation design.
 - Enclosure or housing design (if required).
 - Ancillary mechanical elements necessary for operation.
5. Utility Coordination
 - Coordinate with water, wastewater, electrical, and telecommunications utilities to confirm tie-in points and service requirements.
 - Prepare and submit applications, permits, and supporting documentation.
6. Permitting Support
 - Prepare permit applications and supporting documents for City, County, State, and Federal review as required.
 - Assist City staff in responding to agency comments.

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.

PROPOSAL FORMAT & CONTENTS

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

The proposal should not exceed 15 pages in length (excluding cover letter, proposal cover, cost proposal, table of contents and supplemental information). Supplemental information and appendices should be relevant and brief. For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

COVER LETTER

The introductory letter shall be addressed to

Dario Domiguez, Director of City Services and Planning
ddominguez@lindsay.ca.us
150 N. Mirage Ave, Lindsay CA 93247

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, and email address. The letter should reflect the Consultant's interest in

the project and understanding of the services being requested, and it should highlight any special or unique qualities that would distinguish the Consultant firm's proposal. All addendums received must be acknowledged in the transmittal letter. Identify the prime Consultant and describe any subcontract arrangements.

SECTION I- ORGANIZATIONAL INFORMATION Provide specific information concerning the firm in this section, including legal name, address and telephone number and the type of entity. Describe the firm, including the year the firm was established, the location of the office that would be conducting the work, and a statement of the firm's experience and qualifications in performing similar work. Identify the key personnel who will be assigned to this project, a description of their responsibilities, and the anticipated time that each person will devote to this project. If this is a joint venture, explain the responsibilities of each firm/sub-consultant, the location of each firm, and the key personnel. There should be a lead or prime Consultant, and a designated project manager.

SECTION II- QUALIFICATIONS AND EXPERIENCE Provide specific information in this section concerning the firms' experience in the services specified in this RFP/RFQ, preferably within the State of California. Please provide Work Examples of at least three comparable projects that the project manager and principal staff have worked on within the last five years and include the following.

1. Name of project, brief scope/description, status, cost, and dates that the services were provided.
2. Copies of or links to project deliverables may be provided as attachments to the proposal.

REFERENCES ARE REQUIRED. Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided. Please include name of project, brief scope/description, current status, cost, and dates that the services were provided (if different from the projects listed in Work Examples section of proposal). References should be able to attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise.

SECTION III- PROJECT APPROACH AND WORK SCHEDULE Provide a description of your general approach to be taken on the project as applied to the circumstances in Lindsay. Explain the extent to which your firm can deliver on the proposed Scope of Work. Please provide a Scope of Work summarizing your proposed approach, methodology, and project timeline. The project timeline should contain specific milestones and dates of completion which will be used to set schedules. The Scope of Work should include the tasks listed above in the Scope of Services section. Provide a description of firm's current workload and firm's capacity to meet the proposed work schedule. This section should describe the Consultant's approach to management of the work. If subconsultants are to be used, provide similar information for each sub-Consultant.

SECTION IV- IDENTIFICATION OF SUBCONTRACTORS Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what services and deliverables are to be supplied by that subcontractor, and (2) what percentage of the overall scope of work that subcontractor will perform.

SECTION V- ADDITIONAL INFORMATION Include any other information you believe to be pertinent but not required.

SECTION VI- CONTRACT TERMS Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement.

COST PROPOSAL Cost proposals shall be submitted under separate cover, clearly marked with the name of firm, the name of this Project, and identified as “Cost Proposal.”

Provide a preliminary total Consultant team budget broken down by task and deliverable per the scope of work. The total Consultant budget is inclusive of all fees and expenses (e.g., travel expenses, printing, reproduction, postage, etc.), which will be generated by the Consultant and any sub-consultants to complete the work described in the scope of work. Indicate the hourly billing rates for all individuals involved.

The proposal shall clearly state ALL costs associated with the project, broken down by task number and deliverable.

Negotiations may or may not be conducted with proposers; therefore, the proposal submitted should contain the proposer’s most favorable terms and conditions, since the selection and award may be made without discussion with any proposer. It is the intent of the City to award a contract to the best-qualified firm that demonstrates similar work experience. The successful Consultant must be an Equal Opportunity Employer and be able to contract with state and local public entities within the State of California.

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.

- a. 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.
- b. 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.
- c. 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.
- d. 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.

REVIEW AND SELECTION PROCESS

1. All proposals received by the specified deadline will be reviewed by the City for content, including but not limited to related experience and professional qualifications of the proposing firms.
2. All proposals will be evaluated by a designated Selection Committee (Committee). The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein.
3. The Committee will conduct a qualifications-based selection process, based principally on the quality of each proposal and its responsiveness to this RFP/RFQ. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgement and discretion of the Committee. The Committee members will read the proposals separately then convene to discuss and review the written proposals. Each member of the selection panel will then evaluate each proposal using the criteria below. A list of top-ranked proposals will be developed based upon the totals of each Committee member's score for each proposal. Selection of consultant shall be based on qualifications, as required by Government Code Sections 4525-4529.5. Cost may be considered but shall be secondary to qualifications.
4. Proposals will be evaluated and ranked based on the following Evaluation Criteria:
 - a. Professional qualifications of the proposed project team members, especially the project manager, and adequacy in terms of training, experience and availability of proposed project team members for this project. (Up to 25 points)
 - b. The extent to which the firm's proposal addresses the key technical areas of importance and tasks as listed in the scope of services and demonstrates a thorough understanding of the scope of the project. Specifically, applicant's understanding of the project requirements, technical competency to address all project elements, and originality and thoughtfulness of proposed approach to achieving completion of the project described in the RFP/RFQ. (Up to 25 points)
 - c. Applicant's demonstrated ability to prepare, support and implement a project of this type and scale that requires architecture design, engineering, construction cost estimation, and problem solving among other skills and experience. (Up to 25 points)
 - d. Proposal should include past designs that have fit into the aesthetics of the surrounding buildings and/or landscape, and applicable references that demonstrate similar projects that were completed on time and within budget and those that lead to construction of a project. (Up to 25 points).
 - e. At the City's discretion, shortlisted firms may be invited to participate in an interview with the Evaluation Committee. The interview, if held, will assess the firm's communication skills, project understanding, approach to problem-solving, and compatibility with City staff. Interviews will be scored at up to 25 points and may be used to adjust or confirm final rankings. If the City elects not to conduct interviews, the full 25 points will be distributed proportionally across the remaining evaluation criteria.
5. The City may, during the evaluation process, request from any proposer additional information which the City deems necessary to determine the proposer's ability to meet the project requirements. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
6. All firms responding to this RFP/RFQ will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
7. The firm selected by the Evaluation Committee will be recommended to the City Council for this project, but the Council is not bound to accept the recommendation or award the project to the recommended firm.

8. The successful Consultant must be an Equal Opportunity Employer and be able to contract with state and local public entities within the State of California.

FINALIST INTERVIEWS The top ranked candidates may be invited to interview with the City after the submission deadline. The interview process may be waived altogether at the City's sole discretion. Top candidate interviews are anticipated to be in person at the expense of the Consultant. The City reserves the right to utilize virtual meeting capabilities to conduct interviews.

CONTRACT REQUIREMENTS The selected Consultant will be required to sign a contract for professional services provided by the City of Lindsay. Prior to contract execution and initiation of work on the project, the Consultant shall meet the City's indemnification requirements as well as insurance coverage requirements, including specified limits for general liability, professional liability, automotive liability, and worker's compensation insurance.

SCHEDULE OF EVENTS

The Following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

<u>Date</u>	<u>Event</u>
December 3, 2025	Release Request for Qualifications
December 23, 2025	RFQ Question Submittal Due by 4 pm.
December 31, 2025	Submittals Due by 4 pm.
January 5, 2025	Tentative Interview Week
January 13, 2025	City Council Recommendation to Award

QUESTIONS, CORRECTIONS, AND ADDENDA

Proposers will be required to submit all questions in writing per the schedule. Staff will prepare written responses. Written answers will be shared with all potential bidders through the City website <https://www.lindsay.ca.us/RFP/RFQs>. Questions should be sent via e-mail directly to mmendoza@lindsay.ca.us. Questions will not be accepted by phone.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP/RFQ, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated above. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP/RFQ, or an error that reasonable should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract, they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

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. No pre-proposal meeting is scheduled. However, the City may hold an informational meeting upon request if sufficient interest is expressed.

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 the week of January 5, 2025. 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. A DRAFT contract is attached as a reference.

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. 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.

SECTION ONE C - 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 Two 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 Two 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.

Federal Contract Provisions Addendum (Attachment 1)

This Agreement is subject to all applicable federal regulations governing the use of funds under the Hazard Mitigation Grant Program (HMGP), including but not limited to Title 2 CFR Part 200 and Appendix II, which are incorporated herein by reference.

The provisions contained in **Attachment 1 – Federal Contract Provisions Addendum** are hereby incorporated by reference and made a part of this Agreement with the same force and effect as if fully set forth herein.

In the event of any conflict between this Agreement and Attachment 1, the provisions of Attachment 1 shall control.

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 Fair Political 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: _____
Kuyler Crocker (City Manager) Date

(City Seal)

Attest:

Miranda Cordova (City Clerk)
City of Lindsay

Contractor Date

(Corporate Seal)

By: _____

Title

Approved as to Form:

City Attorney for City of Lindsay Date

The undersigned certifies that they are authorized to execute documents on behalf of the corporation:

President

Date _____

Secretary

Date _____

Treasurer

Date _____

(Corporate Seal)

**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

Attachment 1: Federal Contract Provisions Addendum

This Addendum is hereby incorporated into and made part of the Agreement between the **City of Lindsay** (“CITY”) and the **Consultant** (“CONSULTANT”). The provisions set forth below are required for federally assisted contracts pursuant to 2 CFR Part 200, Appendix II and other applicable federal statutes and executive orders.

Remedies for Breach of Contract

In the event of CONSULTANT’s failure to perform or other breach of contract, the CITY shall have all remedies available at law and in equity. These include, but are not limited to, withholding of payment, contract termination, and recovery of damages.

Termination for Cause and Convenience

The CITY may terminate this Agreement, in whole or in part, for cause in the event of CONSULTANT’s failure to comply with any material term or condition. The CITY may also terminate this Agreement for no cause at its sole discretion if determined to be in the CITY’s or the Federal Government’s interest. In the event of termination for no cause, CONSULTANT shall be paid for all eligible costs incurred and work satisfactorily performed up to the date of termination. Termination shall be effective upon CONSULTANT’s receipt of CITY’s written termination notice.

Equal Employment Opportunity

During the performance of this Agreement, CONSULTANT agrees as follows:

(1) CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

(4) CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONSULTANT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if CITY so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

CITY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts

pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)

For Agreements over \$100,000, CONSULTANT shall comply with applicable labor standards, including:

- Overtime pay for work exceeding 40 hours in a week.
- Liability for unpaid wages and liquidated damages.
- Safe working conditions in accordance with federal requirements.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* In accordance with applicable labor statutes, regulations, and standards, no contractor or subcontractor contracting for any part of the contract work shall require or permit any employee in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section CONSULTANT and any subcontractor of CONSULTANT shall be liable for the unpaid wages. In addition, CONSULTANT and its subcontractors shall be liable to the Federal Government for liquidated damages identified by the Federal Government for violation of applicable labor statutes, regulations, and standards regarding overtime compensation.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or a subcontractor under this Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of CONSULTANT or a subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* CONSULTANT or a subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Debarment and Suspension (2 CFR Part 180)

Suspension and Debarment

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONSULTANT is required to verify that none of the CONSULTANT's principals (defined at 2

C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by CITY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) CONSULTANT shall comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period that this Agreement remains in effect. CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Clean Air Act and Federal Water Pollution Control Act (42 U.S.C. 7401 et seq.; 33 U.S.C. 1251 et seq.)

(1) CONSULTANT shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the City, the California Governor's Office of Emergency Services, and the U.S. Environmental Protection Agency.

(2) CONSULTANT agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONSULTANT agrees to include the requirements of this section in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

Affirmative Steps for Disadvantaged Businesses (2 CFR 200.321)

CITY and CONSULTANT shall take all necessary affirmative steps to assure that small, minority, women's, and labor surplus area firms are used when possible, including placement on solicitation lists, use of services of organizations such as the Small Business Administration and the Minority Business Development Agency, division of requirements when feasible, and requiring prime contractors to do the same for subcontracts.

Domestic Preference for U.S. Products (2 CFR 200.322)

To the greatest extent practicable and consistent with law, the CITY and CONSULTANT shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

Prohibition on Cost-Plus-Percentage-of-Cost Contracts (2 CFR 200.324 (c))

This Agreement shall not be a cost-plus-a-percentage-of-cost or percentage-of-construction-cost type contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

For contracts exceeding \$100,000, CONSULTANT shall file the required certification that no federal appropriated funds have been paid or will be paid for lobbying activities. If any non-federal funds are used for lobbying, disclosure shall be made in accordance with applicable regulations. Each tier will

certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to CITY who, in turn, will forward the certification(s) to the awarding agency.

Access to Records

Access to Records. The following access to records requirements apply to this contract:

- (1) CONSULTANT shall provide the CITY, the California Office of Emergency Services (Cal OES), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any of their authorized representatives, access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to this Agreement for the purposes of audit, examination, and inspection.
- (2) CONSULTANT agrees to permit any of the foregoing parties to reproduce, by any means whatsoever, or to copy excerpts and transcriptions as reasonably needed.
- (3) CONSULTANT agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- (4) In compliance with the Disaster Recovery Act of 2018, CITY and CONSULTANT acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Procurement of Recovered Materials (2 CFR 200.323)

To the extent applicable, CONSULTANT shall comply with Section 6002 of the Solid Waste Disposal Act by procuring products containing recycled materials designated in EPA guidelines.

Compliance with All Federal Requirements

CONSULTANT shall comply with all applicable federal laws, regulations, and executive orders, FEMA policies, procedures, and directives, including, but not limited to, those listed above, as a condition of federal funding for this project.

No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to CITY, CONSULTANT, or any other party pertaining to any matter resulting from this Agreement.

Program Fraud and False or Fraudulent Statements or Related Acts

CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this Agreement.

IN WITNESS WHEREOF, this Addendum is executed by the duly authorized representatives of the parties and is incorporated into the Agreement by reference.

CITY OF LINDSAY

(City Seal)

Attest:

Miranda Cordova (City Clerk)
City of Lindsay

(Corporate Seal)

Approved as to Form:

City Attorney for City of Lindsay Date

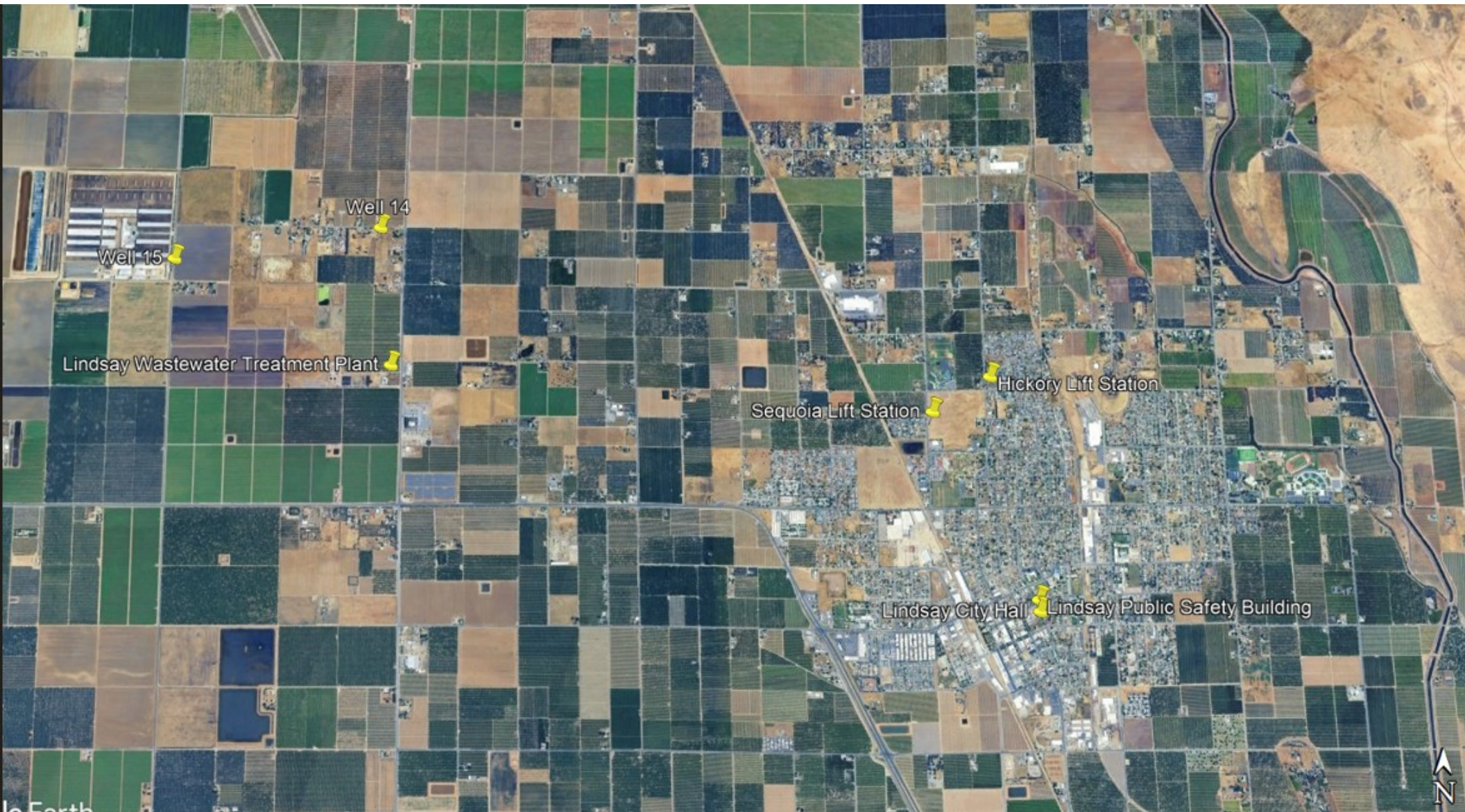
By: _____
Kuyler Crocker (City Manager) Date

Contractor Date

By: _____

Title

Lindsay Generators Hazard Mitigation Project



Parkside Ave

240

220

215

225

245

Hickory Lift Station

36.217921 -119.09152



E Hickory St

Lindsay City Hall

36.20362, -119.08830



E Samoa St

N Gale Hill Ave

Kirby Ct

N Mirage Ave

E H

S Gale Hill





A satellite map of a residential neighborhood. A red location pin is placed on a red-roofed building. The map shows several streets: N Gale Hill Ave running diagonally from the top center to the bottom right, N Mirage Ave running diagonally from the top left to the bottom center, Kirby Ct running diagonally from the top right to the bottom center, E Honolulu St running horizontally across the middle, and Bellah running vertically on the right side. A road sign for Highway 1 is visible near the intersection of N Gale Hill Ave and E Honolulu St. The text 'Lindsay Public Safety Building' is overlaid in red, and the coordinates '36.20431, -119.08838' are overlaid in black below it.

**Lindsay Public Safety
Building**

36.20431, -119.08838

Lindsay Wastewater
Treatment Plant

36.21866, -119.13745

Detective Kent Haws Memorial Hwy

Birch Ave

Avenue 236

65

Central Valley Asphalt

Shropshire
Containers Corp

Sequoia Lift Station

36.21574, -119.09599

Monte Vista Dr Monte Vista St

Rd 214



Spriggs Ave

Ave 242

Ave 242

Well 14

36.22737, -119.13861

Cairns Ave

Well 15

36.22542, -119.15451



S Belmont Dr

Ave 240

Ave 240

Ave 240

Ave

Rd 188

Note: Any change in ownership or address requires a new application

City of Lindsay Business License Application

251 E. Honolulu
P.O. Box 369
Lindsay, CA 93247
559-562-7102
Ext. 4

FOR CITY USE ONLY

Acct.# _____

Class _____

Cat. Code _____

Bus. Group _____

☐ 1-Day ☐ Semi-annual ☐ Quarterly

Change of ☐ Owner ☐ Name ☐ Location

Business Name _____ Location of Business _____

Type of Business _____ Email _____

Mailing Address _____ City _____ State _____ ZIP _____

Email _____ Phone: () _____ Est. Monthly Gross Receipts _____

Type: ☐ Single Owner ☐ Partnership ☐ Corporation Name of Corporation (if applicable): _____

Owner Name _____

Owner Address _____ City _____ State _____ ZIP _____

State ID# _____ Fed. ID# (if applicable) _____ Board of Equalization # _____

State License# _____ Business Start Date or Date of Relocation _____

Business License Questionnaire

Fully describe/explain the nature of the business below in the space provided and then answer each question listed below

Yes No

- ☐ ☐ 1. **WILL THE BUSINESS INSTALL, MODIFY, REHABILITATE A SIGN? IF YES, APPLY FOR BUILDING PERMIT AND COMPLETE "SIGN PERMIT ATTACHMENT F".**
- ☐ ☐ 2. Will the building be used for education, instruction, daycare, worship, or dining? If yes, how many square feet will you be using? _____ What is the maximum number of people anticipated at any given time?
- ☐ ☐ 3. Will the business operation include selling or serving alcoholic beverages? If yes, what type of ABC license? _____ What is the size in square feet of the seating area? _____
- ☐ ☐ 4. Is this a home business? If Yes, you must apply for a Home Occupation Permit in addition to this application. Attached ___ Yes ___ No
- ☐ ☐ 5. Will the business operation include the sales or serving of tobacco products? If yes, what is the tobacco resale number? _____ What type of tobacco products will be sold? _____
- ☐ ☐ 6. Will the business operation include any work, use, or storage conducted outside of a wholly enclosed building? If yes, explain _____
- ☐ ☐ 7. Will the business change the occupancy? If yes, specify: _____
- ☐ ☐ 8. Will the business operation include discharging any waste, wastewater, or rinse water to the ground, street, or storm drain?
- ☐ ☐ 9. Will the business operation include washing of any equipment or vehicles?
- ☐ ☐ 10. Is the business a mobile car wash or car detailing business? **These businesses must be mobile, NEVER stationary.**
- ☐ ☐ 11. Will the business operation include the repair or maintenance of motor vehicles?
- ☐ ☐ 12. Will the business operation include motor vehicle fuel dispensing including gasoline, diesel, compressed natural gas, liquefied natural gas, liquefied petroleum gas (propane), or hydrogen gas?
- ☐ ☐ 13. Will the business operation include any use, processing, handling, storage, or discharge of chemicals, including hazardous chemicals and solvents?

- ☐ ☐ 14. Will the business generate any hazardous waste or e-waste at this site?
- ☐ ☐ 15. Will the business operation include sanding, cutting, or shaping of wood, metal, plastic, or other products producing combustible dust or fibers?
- ☐ ☐ 16. Will the business operation include manufacturing? If yes, specify _____
- ☐ ☐ 17. Will the business operation include the preparation of food or beverages? If food is prepared, must include organic recycling in refuse collection if the business generates 2 cubic yards/per week or more of solid waste. See below.
- ☐ ☐ **18. Commercial Utility Account:**

Before opening a commercial account, you will need the following.

- ☐ Copy of a lease agreement or proof of ownership.
- ☐ Have a signature on the business license by Planning ONLY (this will verify that your business is an allowed use at the location)
- ☐ Have paid the inspections fees
- ☐ Refuse assessment by Mid Valley Disposal. Contact Ricardo Torres at ricardot@midvalleydisposal.com or at 559-238-7998 (to obtain the type of services your business will need:

Recycle: _____ (___)/week **Green waste:** _____ (___)/week **Trash** _____ (___)/week

Organic: _____ (___)/week **Locking Bins:** ___ Yes ___ No

____ Are you requesting self-hauling of any of the refuse services above mention? If YES, customer must obtain approval and signature from Mid Valley Disposal Recycling Coordination as well as to submit the REFUSE SELF HAUL CERTIFICATION FORM. Attached ___ Yes ___ No

Self-Haul Certification Authorization:

Approved By: _____

Mid Valley Recycling Coordinator

Approval Date: _____

Recycle

Green Waste

Cooking Oil

Reference No: _____

Received Self-Haul Certification Form: ___ Yes ___ No

19. BUILDING OWNER/PROPERTY MANAGEMENT COMPANY INFORMATION

Select one: Building Owner Property Management Company

Name _____

Address _____ City and Zip _____

Telephone contact _____

Approval of the Business License Application does not alleviate the business owner/applicant from obtaining the required building permits for previously unpermitted construction or any proposed improvements.

20. Disability Access

UNDER FEDERAL AND STATE LAW, COMPLIANCE WITH DISABILITY ACCESS LAWS IS A SERIOUS AND SIGNIFICANT RESPONSIBILITY THAT APPLIES TO ALL CALIFORNIA BUILDING OWNERS AND TENANTS WITH BUILDINGS OPEN TO THE PUBLIC. YOU MAY OBTAIN INFORMATION ABOUT YOUR LEGAL OBLIGATIONS AND HOW TO COMPLY WITH DISABILITY ACCESS LAWS AT THE FOLLOWING AGENCIES:

- DIVISION OF THE STATE ARCHITECT: <https://www.dgs.ca.gov/dsa>
- DEPARTMENT OF REHABILITATION: <https://www.dor.ca.gov/Home/DisabilityAccessServices>
- CALIFORNIA COMMISSION ON DISABILITY ACCESS: <https://www.dgs.ca.gov/CCDA>

21. Acknowledgements

I ACKNOWLEDGE AND UNDERSTAND THAT IT IS THE RESPONSIBILITY OF THE APPLICANT/LICENSEE TO ENSURE THEIR BUSINESS COMPLIES WITH ALL APPLICABLE CITY OF LINDSAY MUNICIPAL CODES, CITY ZONING ORDINANCES AND STATE AND FEDERAL LAWS. NON-COMPLIANCE MAY RESULT IN THE REVOCATION OF YOUR CITY OF LINDSAY BUSINESS LICENSE. *THE CITY OF LINDSAY RECOMMENDS BUSINESS OWNERS CONTACT THE CITY OF LINDSAY'S PLANNING DEPARTMENT AT (559) 562-7102 EXT 4 **PRIOR TO** RENTING, LEASING OR PURCHASING A PROPERTY TO VERIFY THEIR PROPOSED USE COMPLIES WITH THE CITY OF LINDSAY'S ZONING ORDINANCE.*

I FURTHER UNDERSTAND THAT THE FOLLOWING APPLIES TO BUSINESSES WHO ARE MAKING APPLICATION FOR A CITY OF LINDSAY BUSINESS LICENSE (***Please initial beside each item to acknowledge you have read and understand***):

_____ All signage must be reviewed and approved by the City of LINDSAY's City Services and Planning Department. Please contact (559) 562-7102 EXT 4 regarding sign permits **PRIOR TO** installation of **ANY** signage.

_____ All modifications, other than aesthetic changes (i.e. painting, flooring), to a structure located within the City of LINDSAY are subject to approval and issuance of a City of LINDSAY Building Permit. These include, but are not limited to, repairs and improvements to plumbing, electrical and mechanical systems. Please contact the City of LINDSAY's City Services Department at (559) 562-7102 EXT 4 **PRIOR TO** any alteration or modification of any building or structure to determine if a building permit is required.

_____ Trash and recycling services **ARE MANDATORY** in the City of LINDSAY.

_____ A business license will not be issued until the application has been reviewed by the Planning Department to determine if any land use approvals (i.e., discretionary permits) are necessary for compliance with zoning regulations. To confirm the zoning of your business, please contact the City of LINDSAY's Planning Department at (559) 562-7102 EXT 4.

_____ The business location will be required to maintain parking lots and existing landscaping if they are determined to need repair. The City of LINDSAY's Planning Department may require landscape for sites that do not have current landscaping. Lot frontage maintenance is the responsibility of the business at this location.

_____ Dependent on the type of tenant improvements which are proposed as part of your business, the site may be required to conform to all Americans with Disabilities Act (A.D.A.) improvements. It is advised that regardless, A.D.A. improvements be made to protect you, the business and/or property owner, from potential litigation. *Consultation with a Certified Access Specialist (CASP) is strongly advised.*

_____ Contractors shall provide verification of Workers' Compensation Insurance coverage, if required by California law.

_____ To determine if an interceptor (ex, grease traps) is required or if an existing interceptor needs to be serviced in relation to the type of business operation you will be conducting (i.e. restaurant, food preparation, car/truck wash, etc.), please contact the City Services Department at (559) 562-7102 EXT 4

_____ Food vendors, retailers, and/or restaurants must obtain a Tulare County Environmental Health Permit prior to obtaining a business license from the City of Lindsay.

PRIOR TO THE ISSUANCE OF A BUSINESS LICENSE, THE CITY WILL CONDUCT AN INSPECTION OF THE BUSINESS LOCATION, IF LOCATED WITHIN THE INCORPORATED CITY LIMITS OF LINDSAY. THE PREMISES WILL BE INSPECTED **PRIOR TO** THE BUSINESS OPENING FOR BUSINESS AND MUST BE SET UP AND/OR STOCKED. IF THE CITY CANNOT CONTACT THE APPLICANT WITHIN 60 DAYS OF THE APPLICATION DATE, THE APPLICATION WILL BE CONSIDERED WITHDRAWN, AND ALL FEES PAID WILL BE NONREFUNDABLE.

SUBMITTAL OF A BUSINESS LICENSE APPLICATION AND PAYMENT OF FEE(S) DOES NOT CONSTITUTE AN APPROVAL OF A LICENSE TO OPERATE A BUSINESS. ***NO BUSINESS SHALL OPERATE UNTIL THE BUSINESS LICENSE HAS BEEN APPROVED AND ISSUED BY THE CITY OF LINDSAY.***

CAUTION!

Payment of Business Tax does not authorize payer to engage in a business or profession contrary to city ordinances (including zoning ordinances) or state and federal regulations

Sales and Use Tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization Office

**I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.**

Authorized Signature _____ Date _____

.....

FOR CITY USE

APPROVAL DATES	REMARKS	INSPECTION FEE	FEES	
Planning		Building \$	Regular	\$
Building		Fire \$	Application	\$
Fire		Total Insp Fee \$	CASP	\$
Tulare County Health		PAID DATE:	TOTAL AMOUNT DUE	\$
		RECEIPT #:		
APPROVAL SIGNATURES				
PLANNING DEPT.	BUILDING DEPT.	FIRE DEPT.	OTHER	

Zoning Classification _____
Address _____
APN _____
Class of Building _____

Fire Zone District _____
Areas and Neighborhood _____
Occupancy Capacity _____