

City of Lindsay
Request for Qualifications (RFQ) for Engineering-Architectural Services
for Lindsay Transit Center



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 BIDS**

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 Thursday, March 6th, 2025.**

**REQUEST FOR QUALIFICATIONS (RFQ) FOR DESIGN SERVICES FOR
PROJECT 1: LINDSAY TRANSIT CENTER**

Instructions to Bidder and 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 RFQ will be provided at no fee. All addenda and correspondence during the bid process will be handled electronically. **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 January 2025.



Maegon Peton, City Clerk of the
City of Lindsay

Publish Notice: Porterville Recorder, January 18th, 2025.

**SECTION ONE
B - INSTRUCTIONS TO CONSULTANTS**

Scope of Work

The City of Lindsay (hereinafter referred to as "CITY") is requesting proposals/qualifications (RFQ) from qualified engineering firms for the purpose of developing plans and specifications for the new Transit Center.

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 project consists of providing architectural and engineering professional services to design the proposed construction and improvements plans for 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

The City of Lindsay has a conceptual design (see attachment A) prepared by AGD Architecture. It is the City's intention to prepare PS&E and Architectural package for the entire Site including the Proposed Transit Center Bldg. This proposal shall not include Building A Design, but instead should include landscaping, seating area, drought tolerant "mini park."

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 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

Ryan Heinks, Acting City Services & Planning Director
rheinks@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 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 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.

The proposal shall include the following scope of services and cost per task:

1. Project Management for all engineering, architectural task and coordination with the City to deliver 100% PS&E package.
2. Surveying
 - a. Boundary Survey
 - b. Topographic Survey
 - c. Record of Survey, if needed.
 - d. Map checking/filing fee with County surveyor.
3. Environmental Compliance

4. Civil and Architectural Plan Preparation
 - a. Civil Plans shall include;
 - i. Site Plan
 - ii. Grading Plan
 - iii. Demolition Plan
 - iv. SWPPP Preparation & Dust Control Plan
 - v. Utility Plan
 - vi. Landscaping and Irrigation Plan
 - vii. Project Specifications
 - viii. Construction Cost Estimate
 - ix. Progress submittals shall be at 30%, 60%, & 90%
 - b. Architectural Plans shall include;
 - i. Architectural Drawings
 - ii. Structural Drawings
 - iii. Mechanical Drawings
 - iv. Electrical Drawings
 - v. Project Specifications
 - vi. Coordination with Civil and Landscape Plans
 - vii. Progress submittals shall be at 30%, 60%, & 90%

5. Utility Coordination. The proposal shall include all work necessary to coordinate with utilities for water, sewer, storm drainage, electrical, gas, and fiberoptic to service this facility. Coordination shall include required application filing, exhibit submittals, and communication between City and Utility company.

6. Landscape and Irrigation Design. This task includes design of all on-site landscaping and irrigation for the project. The City is looking for drought-tolerant landscaping that is low maintenance and will accentuate the design of this facility. Design shall include;
 - a. Conceptual Design (2 Layouts)
 - b. Final Landscape Design
 - c. Final Irrigation Design
 - d. Detailed hardscape layouts
 - e. Progress submittals shall be at 30%, 60%, & 90%

7. Construction Staking. During construction, Consultant shall provide construction staking as follows:
 - a. Rough grade staking and pad elevations
 - b. Final building staking
 - c. Final grade staking for curb and gutter/planter curbs
 - d. Utility staking (water, sewer, storm drain)
 - e. Time and Materials basis rates for re-staking, or any staking of items not specifically identified above.

8. Construction Management Services
 - a. Preconstruction Services. This task shall include.
 - i. Bid Phase Support; Advertisement of Bids, Plan room advertising, conducting pre-construction meetings, receiving and coordinating the answering of RFI's, Issuance of addendums, Opening Bids, Tabulation of Bids, Draft recommendations to City Council Staff report based on bids received, Issuance of Notice of Award, Notice to Proceeds, etc.
 - b. Construction Phase Services
 - i. Construction Administration
 - ii. Construction Management

- iii. Field Services
- iv. Labor Compliance
- c. Post Construction Services
 - i. Final Acceptance
 - ii. Project Closeout
 - iii. Warranty Review Period.

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 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 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).
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 /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>
January 18 th , 2025	Release Request for Proposal
February 26 th , 2025	RFQ Question Submittal Due by 4 pm.
March 6 th , 2025	Submittals Due by 4 pm.
March 17 th , 2025	Tentative Interview Week
March 25 th , 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 rheinks@lindsay.ca.us. Questions will not be accepted by phone.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this 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 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 and are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/DLSR/PWD>.

Pre-Proposal Meeting. pre-proposal meeting has been set for Wednesday February 26th, 2025, at the at 1:30 pm at 240 N. Mt. Vernon St.

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 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 March 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 RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANT 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 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 RFQ, and cancel any or all portions of this 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 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 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
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 Two 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.

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 Lindsay 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

Consultant Date

(Corporate Seal)

By: _____

Title

Approved as to Form:

City Attorney for City of Lindsay Date

**CONSULTANT'S/SUBCONSULTANT'S CERTIFICATION
CONCERNING STATE LABOR STANDARDS**

All consultants and subconsultants 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 subconsultant 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."

Consultant/Subconsultant

By: _____

Typed Name and Title