



City of
LEMOORE
CALIFORNIA

Public Works – 711 W. Cinnamon Dr. – Lemoore, CA 93245 – (559) 924-6735

Request for Proposals
for
Sidewalk, Curb & Gutter Repair/Replacement
and associated
Tree Removal with Stump Grinding

Friday, April 7, 2017
2:00 P.M. PST

Submit Proposals to:

City of Lemoore
Office of the City Clerk
119 Fox Street
Lemoore, CA 93245
(559) 924-6700

I. Invitation

The City of Lemoore (hereinafter "City") hereby solicits proposals for licensed contractors to repair and/or replace portions of sidewalks at sites listed around the City of Lemoore that have been identified in the Scope of Work (Section V), and remove and stump grind trees in those locations designated by the City in Attachment B.

This Request for Proposals (RFP) describes the general rules for preparing and submitting proposals and the City's requirements.

Proposers shall submit a written proposal, which presents the Proposer's qualifications and ability to meet the needs of the City. The proposal should be prepared in a clear and concise manner and should provide all the information that is considered pertinent to complete the necessary repairs/replacement.

Unnecessarily elaborate proposals are not desired. The emphasis of the proposal should be placed on accuracy and specificity, particularly in identifying the most cost-effective solution for each of the designated locations described.

Failure to comply with the requirements or to provide the requested information may result in rejection of a proposal.

II. Background

The City of Lemoore and residents have struggled with street trees uprooting and damaging sidewalks for several years. The drought has exponentially increased some of the problem areas in main walking portions of the City. City staff has requested and received approval for sections of work to be improved this year and address more areas as budget monies become available.

Staff has conducted inspections at designated areas and determined that the site locations (Attachment B) had minimal to significant sidewalk damage directly caused by street tree roots and were in need of repair.

III. Inquiries

If any proposers have questions regarding the meaning of any part of this RFP, or finds discrepancies in or omission from this RFP, the proposer shall submit a written request (electronic mail is sufficient) for an interpretation or clarification to the City contact:

Public Works Department
711 W. Cinnamon Drive – Lemoore, CA 93245
publicworks@lemoore.com 559-924-6735

City responses to questions will be included in an Addendum to this RFP, if necessary, which will be issued and posted to the City's website. www.lemoore.com - RFPs

IV. Objective

Repair and/or replace sidewalks, curbs and gutters that have been compromised due to street trees growing in close proximity. This includes identifying the most cost-efficient solutions for each of the sites listed identified in the Scope of Work (Section V). Additionally, the proposer shall remove affecting trees and grind stumps in those locations designated by the City in Attachment B.

The City aims to utilize existing funding to the fullest extent possible and address as many of the sites listed as possible. This requires a specific, unique and experienced estimate of each of the locations to identify the most cost-efficient solution (grinding, patching, ramping, and/or replacement), and estimating the cost for each of the sites listed individually. No unnecessary sidewalk, curb or gutter repair/replacement should be recommended as part of this proposal.

V. Scope of Work

The scope of work should specify an individual plan to remediate the existing sidewalk, curb and gutter damage and trees to be removed at each of the sites listed identified in Attachment B. Submitted proposals should include a completed spreadsheet (Attachment B) that provides the following three pieces of information for each of the sites listed:

1. Recommended solution(s) (e.g., grinding, ramping, patching, replacement, etc.)
2. Total length of sidewalk requiring repair (in feet)
3. Estimated cost for sidewalk, curb and/or gutter repair
4. Number of trees to be removed and estimated cost for tree removal and stump grinding at each location designated by the City in Attachment B

Completing the sidewalk, curb and gutter repair/replacement, tree removal will necessitate advising City Public Works Director of sections to be closed and any traffic lane closures at least 48 hours in advance and will also require notification to property owners adjacent to work areas.

The City has estimated an approximate amount of: 4,890 square feet of sidewalk; 225 linear feet of curb / gutter; 40 sections of sidewalk grinding; and 75 tree remediation and stump grindings. This is only a guide and all bidders must prepare Attachment B to be considered.

Make up Door hangers / signs for adjacent properties prior to work beginning.

Depending on the total estimate and available City funding, the final scope of work to be negotiated between the successful proposer and the City may not include all of the locations and/or all of the recommended work.

VI. Other Requirements

- A. Full-cost estimates for each of the sites listed, with specific solutions identified for each of the sites listed, including the ability to respond to change requests to the scope of work
- B. Full-cost estimates for removal and stump grinding trees at locations designed by the City in Attachment B
- C. Schedule for project completion
- D. Resumes and related experience of all proposed officers, consultants, partners, agents, or subcontractors that will play a substantial role
- E. Brief statement acknowledging the proposer's willingness to accept the attached City's standard Consultant and Professional Services Agreement (Attachment A) as is, without modifications.

VII. Submission of Proposals

DUE: Friday, April 7, 2017 by 2:00 p.m. PST

Proposer shall prepare two (2) hard copies and submit one (1) electronic copy in PDF format to:

Office of the City Clerk
119 Fox Street
Lemoore, CA 93245
publicworks@lemoore.com
559 – 924-6700

Time is of the essence, and any proposal received after the announced time and date for submittal, whether by mail or otherwise will not be considered. However, nothing in this bid request precludes the City from requesting additional information at any time during the proposal evaluation.

VIII. Qualifications

The successful proposal shall be one that more than substantially demonstrates the ability to identify and provide the most cost-efficient solutions for each of the sites listed. The proposer must also demonstrate in their proposal the qualifications of their organization and references for past successes on similar projects. The successful proposer must demonstrate they have sufficient resources available to successfully complete the repair/replacement.

IX. Review and Evaluation of Proposals

After proposals are received by the City, the City shall review and evaluate all proposals for responsiveness to the RFP in order to determine whether the proposer possesses the qualifications necessary for the satisfactory performance of the services required. The City may also investigate qualifications of all proposers to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more proposers.

An interview of one or more of the proposers may be scheduled to facilitate evaluation of each proposal. The proposal with the lowest price will not necessarily be selected; however, price is a component of the evaluation. The City will select the proposal that is most advantageous to the City.

The proposal will be evaluated on the following criteria:

Cost	Feasibility based upon the proposed scope of work to meet the City's requirements and provide the most cost-efficient solution(s).
Effectiveness	Based on evidence-based programming, the reasonable expectation that the proposed solutions will maximize impact in terms of cost efficiency, sustainability, and physical appearance.
Qualifications	Includes education, certifications, capacity, experience and past performance (based on stated outcomes) of the proposers and its agents, employees and sub-consultants/contractors.

X. Right of the City to Reject Proposals

The City of Lemoore reserves the right to reject any or all proposals based on its sole discretion, or to waive any minor defects or irregularities in any proposal or in the proposal process; or to solicit new proposals on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the City.

XI. Agreement

The City reserves the right to negotiate the terms of the Agreement for this project with one or more proposers. Upon completion of the review/evaluation, the City shall notify those proposers who will be considered for further evaluation and negotiation. All proposers so notified shall negotiate in good faith in accordance with direction from the City. Any delay caused by proposer's failure to respond to direction from the City may lead to rejection of the proposal.

If the City determines, after further evaluation and negotiation, to execute the Agreement, a Written Service Agreement shall be sent to the successful proposer for the proposer's signature. No proposal shall be binding upon the City until the Agreement is signed by duly authorized representatives of the selected proposer and the City.

XII. Cost of Preparation of Proposal

The City will not pay costs incurred by the proposer in the proposal preparation, printing or negotiation process. All such costs shall be borne by the proposer.

XIII. Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn at any time prior to the date and time specified for proposal submission by an authorized representative of the proposal and by formal written notice. Proposals submitted will become the property of the City of Lemoore after the proposal submission deadline.

XIV. Public Record and Non-Disclosure Agreements

Each proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this bid request, the proposal is the property of the City.

- A. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this bid request. However, after the City either awards an agreement to a successful proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*) unless there is a legal exception to public disclosure.
- B. If a proposer believes any portion of its proposal is subject to a legal exception to public disclosure, the proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential"; (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

XV. Written Agreement

The selected proposer will be required to enter into a written agreement with the City under which the proposer will undertake the obligations described in this bid request. The written agreement shall be in the form of the City's standard Consultant and Professional Services Agreement (Attachment A), and shall not be modified except as it pertains to the scope of work to the written agreement or compensation (Attachment A, Exhibit B).

XVI. Term of Agreement

The term of the written agreement shall commence on the date last signed by the successful proposer and City and shall continue in accordance with the agreed-upon project timeline described in the written agreement.

XVII. Conflict of Interest

Proposers should disclose any past, ongoing or potential conflicts of interest which the proposer may have as a result of performing the work described in this bid request.

XVIII. Insurance

The proposer shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed in the City's standard Consultant and Professional Services Agreement (Attachment A, Exhibit C). A current copy of an insurance certificate, or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) shall be submitted with the proposal.

The successful proposer shall submit a Certificate of Insurance (with endorsements) that names the City of Lemoore as additional insured to the City concurrently with the execution of the written agreement and prior to the commencement of any services.

XIX. Business License

The successful proposer must either possess a current, valid City of Lemoore business license or must have submitted a Lemoore business license application and fee at the time of agreement award.

XX. Local Bidding Preference

On August 20, 2013, Council passed Ordinance 2013-03, which gives preferential bidding to local vendors. This ordinance, effective October 1, 2013, affects all purchases and Public Works contracts, as long as the funding source does not prohibit such a preference. In addition, this policy gives a preference in the scoring for a request for services, such as consulting contracts. (See Attachment C).

XXI. Prevailing Wage

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County of Kings 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 from the California Department of Industrial Relations' internet web site at <http://www.dir.ca.gov/DLSR/PWD>. 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 here.

ATTACHMENTS

Attachment A: Sample Written Agreement (City's standard Consultant and Professional Services Agreement)

Attachment B: Locations/Areas listed in Scope of Work

Attachment C: City of Lemoore Local Bidding Preference Bid

ATTACHMENT A

CITY OF LEMOORE CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is entered into between the City of Lemoore, a California municipal corporation ("City") and [INSERT NAME OF CONSULTANT] ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by City, which shall occur after execution by Consultant ("Effective Date").

RECITALS

- A. City desires to obtain services for the facilitation of economic development opportunities and for the pursuit of [INSERT PROJECT DESCRIPTION] for the [INSERT WHAT], as further set forth in the proposals from Consultant attached as **Exhibit A** ("Proposal") and incorporated herein by reference ("Services"). If there is a conflict between the terms of the Proposal and this Agreement, this Agreement shall control.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

1. Scope of Services. Consultant shall perform the Services described in the Recitals.
2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is earlier.
3. Payment for Services. City shall pay Consultant a sum not to exceed the total set forth in **Exhibit A** for the Services performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.
4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees

or subcontractors, any claim or right of action against City.

5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes subcontractors, employees, volunteers or agents, such subcontractors, employees, volunteers or agents are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, employees, volunteers or agents, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. No subcontractors shall be used.

7. Subcontractor Provisions. Not applicable.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors, employees, volunteers or agents in connection with the Services, regardless of the medium, including written proposals and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors, employees, volunteers or agents to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating

to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor, shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

sites listed.Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier as set forth in **Exhibit A**.

Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to written proposals, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, City Council members, employees, volunteers, agents and city officials harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with actual acts, errors, omissions or negligence of Consultant or its subcontractors, employees, volunteers or agents relating to the performance of Services described herein.

19. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

20. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed, provided the e-mail is accompanied by a written acknowledgment of receipt by the other party. Service shall be deemed the date of written acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

21. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

22. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

23. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

24. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

25. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Kings, California. Thus, in the event of litigation, the Parties agree venue shall only lie with the appropriate state or federal court in Kings County.

26. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this

Agreement.

27. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

29. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement.

A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

30. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to, race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

NOW, THEREFORE, the City and Consultant have executed this Agreement on the date(s) set forth below.

CONSULTANT

CITY OF LEMOORE

By: _____

By: _____
Darrell Smith, Acting City Manager

Date: _____

Date: _____

Party Identification and Contact Information:
[INSERT CONSULTANT NAME
AND CONTACT INFORMATION]

City of Lemoore
Attn: Darrell Smith, Acting City Manager
119 Fox Street
Lemoore, CA 93245
(559) 924-6700

EXHIBIT A

SCOPE OF WORK

1. **Representatives.**

The City Representative for this Agreement is:

[insert name] [insert title]
[insert Department name]
711 W. Cinnamon Drive
Lemoore CA 93245
[insert telephone number]
[insert facsimile number]

The Consultant's Representative for this Agreement is:

[insert name] [insert title]
[insert company name]
[insert street name and suite #, if any]
[insert City, state and zip code]
[insert telephone number]
[insert facsimile number]

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City's Representative.

2. **Services to be Provided.**

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

3. **Time for Performance.**

Consultant will perform the services according to the schedule contained in Attachment [insert number] of Exhibit A. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by [insert date].

EXHIBIT B
COMPENSATION

1. Consultant's Compensation.

A. Services: City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, in a lump sum of [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., \$2,550.13] upon satisfactory completion of the services and delivery of the work product.

B. Additional Services:

1. Additional Services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

2. Consultant's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Consultant, compensation to Consultant shall not exceed the fixed fee amount.

2. Appropriate Billable Hourly Rates for Services and Additional Services.

Consultant's billable hourly rates shall be as listed in Attachment 1 of Exhibit B, attached hereto and incorporated herein by this reference.

3. Consultant's Reimbursable Expenses.

Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Consultant.

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

[insert name]
[insert title]
[insert Department name]
555 Santa Clara Street
Lemoore CA 93245

5. Accounting Records of Consultant.

Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Consultant under this section shall survive this Agreement.

6. Taxes.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

- 7. Taxpayer Identification Number.** Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to

California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

4. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

C. **Deductible and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Lemoore, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. **Other Insurance Provisions**

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

1. The City of Lemoore, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Lemoore, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Lemoore, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Lemoore, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. **Verification of Coverage**

Consultant shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

G. **Subcontractors**

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. **Payment Withhold**

City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

Attachment B

Fox Street Locations	Estimated Length of Sidewalk with Damage	Width of Sidewalk with Damage	Comments / Description of Work	Recommended Solution (grinding, ramping, patching, replacement, etc.)	Total Length of Sidewalk requiring repair (feet)	Estimated Cost for Sidewalks	Estimated Cost for Curb & Gutter Repair	Number of Trees to be Removed in this Section	Estimated Cost for Tree Removal	Estimated Cost for Stump Grinding	Total Estimated Cost
West Side Cinnamon to Coventry Drive											
West Side Coventry to Fallenleaf Drive											
West Side Fallenleaf to Hanover Avenue											
West Side Hanover Ave. to Brentwood Drive											
West Side Brentwood Drive to Apartment Property Line											
Fox Street Center Median – Hfd-Arm to Fallen Leaf											
Fox Street Center Median Fallen Leaf to Cinnamon Dr.											
East Side Hanford-Armona Road to Brentwood Drive											
East Side Brentwood Drive to Coventry/Wildwood Dr.											
East Side Coventry / Wildwood Dr. to Cinnamon Drive											

Local Bidding Preference Option

The City of Lemoore, in Ordinance 2013-03, has enacted a local bidding preference. The details are as follows:

"Local City Vendor" means a vendor, contractor, or consultant who has a valid physical business address located within the boundaries of the City of Lemoore, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license issued by the City of Lemoore, and, if applicable, records sales tax in the City of Lemoore. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

"Local 93245 Vendor" means a vendor, contractor, or consultant who has a valid physical business address located outside the City of Lemoore but within the 93245 zip code, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license issued by the City of Lemoore. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

1. If the vendor that submits the lowest responsive bid or quote is not a Local City Vendor as defined herein, the lowest responsive bid or quote submitted by a Local City Vendor that is within five percent (5%) of the lowest bid or quote may be deemed to be the lowest bidder. If the low bid for the project is \$250,000 or under, the bid may be awarded to the local bidder outright. However, if the low bid is over \$250,000, said Local City Vendor may elect to reduce its bid or quote to match the bid or quote of the lowest bidder, in writing, within one business day (excluding weekends and holidays) of being notified of their status by the City.
2. If the vendor that submits the lowest responsive bid or quote is not a Local Vendor as defined herein, the lowest responsive bid or quote submitted by a Local 93245 Vendor that is within three percent (3%) of the lowest bid or quote may be deemed to be the lowest bidder. If the low bid for the project is under \$250,000, the bid may be awarded to the local bidder outright. However, if the low bid is \$250,000 or over, said Local 93245 Vendor may elect to reduce its bid or quote to match the bid or quote of the lowest bidder, in writing, within one business day (excluding weekends and holidays) of being notified of their status by the City. For the purposes of matching, the total local bid will be reduced to the amount of the low bid, and each line item of the local bid will be reduced by the percentage difference between the low bid and the local bid.
3. If the lowest Local Vendor within the indicated percent of the lowest bid or quote does not elect to reduce its bid or quote to match the bid or quote of the lowest bidder, then the next lowest Local Vendor shall be given the opportunity to match the bid or quote of the lowest bidder as set forth above, providing that this Local Vendor is also within five percent (5%) or three percent (3%), as applicable, of the lowest bid or quote that has been deemed responsive.

4. In all of the above scenarios, local bidders within City limits are given priority over local bidders outside of City limits but inside the 93245 zip code.
5. In order for a Local Vendor to be eligible to claim the preference, the Local Vendor must request the preference in the solicitation and provide a copy of its current business license issued by the City.
6. The vendor, contractor, or consultant will also, to the extent legally possible, solicit proposals for subcontractors and subcontractors for work associated with the proposed contract from local firms as opportunities occur and hire qualified local firms whenever feasible.

_____ I wish to be considered as a Local City Vendor and have attached a copy of my current City of Lemoore business license.

_____ I wish to be considered as a Local 93245 Vendor and have attached a copy of my current City of Lemoore business license.

Name and Physical Address of Business:

Authorized Signature: _____