

CITY OF LEMOORE

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR QUALIFICATIONS (RFQ) SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) INTEGRATION SERVICES



Statements of Qualifications (SOQ) May Be Mailed
or Delivered in Person To
Public Works Department,
City of Lemoore
119 Fox Street
Lemoore, CA 93245

STATEMENTS OF QUALIFICATIONS MUST BE RECEIVED BY
3:00 P.M.

ON THE DATE INDICATED BELOW:

March 29, 2017

Firms wishing to be considered for these projects should thoroughly read this RFQ. Information required to be provided in a Statement of Qualifications (SOQ) is detailed in Section 6. Firms submitting an SOQ must do so in accordance with the requirements of Section 8. As required by Section 10, a signed copy of the enclosed sample agreement must be submitted with an SOQ.

SECTION 1. GENERAL PROJECT DESCRIPTION AND REQUIREMENTS

1. Studies of the City of Lemoore Water system herein referred to as the City system, have shown a need for specific improvements to the system, and to develop a reliable operating and monitoring system to more effectively and efficiently monitor and operate the system. This Request for Qualifications (RFQ) is intended to result in the replacement of the existing computer-based Supervisory Control and Data Acquisition (SCADA) System, with a new SCADA System which will provide reliable and efficient monitoring, control, and operating capabilities. Completion of the work on this project is anticipated to be achieved within ninety (90) calendar days from the date of issuance of Notice to Proceed.
2. The general project requirements include: replacement of the existing SCADA system with a new SCADA System, to (1) improve SCADA update times which will allow for more timely information and quicker response to problems that might arise, (2) achieve complete system updates in less than 2 minutes with up to 100 remote terminal units (RTUs), (3) provide a common technology platform among all stations, (4) create a single source of responsibility for the system that includes from sensor to SCADA platform, and (5) implement an update strategy that will bring existing systems into current compliance with regard to control and monitoring.
3. The City of Lemoore is replacing the existing SCADA system and remote monitoring and control components for all of the remote wells, booster pumps and storage tanks. The project will include but will not be limited to the following:
 - a) New Master Site #1 (City Server Room) – Provide and install master monitoring panel and cloud based SCADA access point as networked onto City’s existing broadband network or other acceptable modem. Site to be responsible for incoming data and networked with Cloud based SCADA system.
 - b) Provide and program new Cloud based SCADA system allowing visibility and accessibility to all monitored/controlled sites in the system.
 - c) Provide and install upgrade/modified controllers and or communications at the water wells, booster pumps and storage tanks.

The elements of the project indicated above are preliminary and are subject to modification based on budget, site parameters, and/or other constraints. The City plans to enter into one agreement with a design firm. The design firm shall include appropriate subconsultants, have documented experience in designing and construction of SCADA systems, and be capable of providing all necessary services for the Scope of Work as described in this RFQ. The CONSULTANT’s team members working on this project shall be qualified professional staff and shall have the necessary

experience, expertise and licenses to complete the project and satisfy all the requirements as described in the SOQ.

For the purpose of this project, the following definitions shall apply:

OWNER is the City of Lemoore Water Division of the Public Works Department.

PROPOSER is the Design/Build Team which submits a Statement of Qualifications in response to this RFQ.

CONSULTANT is the Design/Build Team hired by the City to provide the services described in this RFQ.

LOCAL REGULATORY AGENCY refers to all Sections, Divisions, and Departments of the City of Lemoore and the County of Kings that are charged with the review and approval of this type of development project within the city limits.

STATE REGULATORY AGENCY refers to all State of California agencies that might have jurisdiction over the project design and/or construction.

FEDERAL REGULATORY AGENCY refers to all United States of America federal agencies that might have jurisdiction over the project design and/or construction.

SECTION 2. SERVICES TO BE PROVIDED BY THE CONSULTANT (SCOPE OF WORK)

CONSULTANT shall provide services generally described as follows:

1. It shall be noted that the existing SCADA System and Telemetry Controls shall remain intact and functioning until the new SCADA System is completely installed, tested and operational. Submittals shall contain clear and concise descriptions for providing materials and labor required to install a workable SCADA System as a turnkey project. From a central master location, the SCADA System shall be capable of controlling and interfacing with SCADA Remote Telemetry Units (RTUs) at all remote locations listed in the schedules which will be included in the subsequently issued RFP. The SCADA System shall also be capable of monitoring the operation of the City's water system in general.
2. Proposals will not be limited to cellular, radio, telephone, wireless telephone or hard wire communication methods. The successful respondent shall be responsible for the entire SCADA System's ability to communicate from station to station as required for satisfactory monitoring and operation of the system. Radio communications are the preferred method of communication unless the supplier can demonstrate justification for using other communication means. Respondents shall perform an onsite check of the systems communication requirements.
3. Schedules of components of the City's System that shall be monitored by the SCADA System and the minimum system requirements for those components will be developed by the CONSULTANT.
4. Identification and procurement of required permits and licenses. This effort will include the following subtasks:
 - a. Determine if new transmission frequencies or power requirements are necessary for the City's SCADA system. If they are, procure additional licenses, acting as an agent of the City, required by

the Federal Communications Commission (FCC) for the new transmission frequency or power rating.

b. Conduct interviews with City staff and the State Building Codes agency to determine relevant permitting requirements for this work. Procure such permits and licenses and coordinate required inspections with the appropriate permitting authority for plan review and construction of the work. Provide copies of all permits, licenses, and inspection reports to OWNER; and

c. Research and determine the need to procure new or additional licenses for new software purchased for the installation on City owned computers or the existing software currently installed. Secure such licenses in the City's name and turn over such licenses to the City at the completion of the project.

5. Compilation and review of existing field conditions, data, and any available existing "as-constructed" drawings and specifications for the City's existing SCADA system. Copies of these existing SCADA documents do not exist and the system will be removed once the new SCADA system is operational.
6. Conduct field inspections of existing SCADA system installed at each of the sites. The purpose of this effort is to confirm existing installation conditions and determine installation constraints.

CONSULTANT shall not commence work on subsequent phases or tasks of work until CITY has issued written approval of the previous phase or task documents and a written authorization to proceed with the next phase or task.

The CONSULTANT shall execute its work in a timely manner and in accordance with the approved project schedule.

The CONSULTANT shall provide all technical skills and studies necessary for successful and complete design of the project.

SECTION 3. ITEMS AND SERVICES TO BE PROVIDED BY THE CITY OF LEMOORE

The City will provide copies of City's available record drawings of existing facilities.

The City makes no warranty that record drawings for any existing improvements are available.

The City will provide all services required to plan, supervise, monitor and finance the project except for those services to be provided by the CONSULTANT as set forth herein above.

SECTION 4. PROJECT TIME SCHEDULE.

The CONSULTANT shall execute its work in a timely manner in order to complete the design within the specified time frame for the project.

SECTION 5. CONSULTANT'S TEAM

The CONSULTANT shall assign a qualified, design professional as Project Manager to direct and oversee the CONSULTANT's work on all phases of this project. The CONSULTANT's staff working on this project

shall be qualified professional staff and shall have the necessary experience, expertise and licenses to complete the project design and satisfy all the requirements as described in this RFQ. At a minimum, the CONSULTANT's team shall include the following:

A design professional with a PE acting as Project Manager as defined above;

A professional designer who has extensive experience in designing comparable SCADA systems and a proven track record of similar projects; and

All other professionals as necessary to complete the CONSULTANT's Scope of Work for this project. Those other professionals shall also have extensive experience in comparable SCADA systems and a proven track record of similar projects.

SECTION 6. STATEMENT OF QUALIFICATIONS

All interested firms (PROPOSER's) shall submit a Statement of Qualifications (SOQ) which shall contain at a minimum the following information:

1. A statement of PROPOSER's management principles, procedures and how they will be applied to this project in regards to:
 - a. Development of a replacement of the existing SCADA system and the strategy to achieve this goal;
 - b. Establishment of a cooperative relationship with the City, any other consultants hired by the City; and
 - c. Complete and successful performance of all tasks assigned to the CONSULTANT.
2. Name and relevant experience of PROPOSER's principals who will be responsible for the project.
3. Name and relevant experience of PROPOSER's key personnel who will work on the project.
4. A list of all current projects, including the amount of PROPOSER's resources allocated to those projects and the completion date of PROPOSER's work at that level of allocation. A similar list shall be provided for each of PROPOSER's subconsultants.
5. A list of comparable projects on which PROPOSER has been involved during the past five years. The list should include at least four different clients and should provide the following information for each project:

Project title, location and description including size of the project;

Nature of PROPOSER's responsibility; Start and end dates of PROPOSER's involvement in the project;

Names of PROPOSER's key personnel involved in the project;

Total dollar amount of PROPOSER's contract;

Name, address and phone number of the project owner;

Name and address of PROPOSER's client if different from the project owner; and

Name and phone number of contact person at PROPOSER's client's office.

6. A statement of PROPOSER's approach in designing a project within the allocated time schedule and project budget. Include examples of how this approach was proven effective in past projects for the City or other governmental agencies.
7. A statement of why PROPOSER believes it should be selected for this project.
8. PROPOSER to this request shall be able to demonstrate capability to comply with the following minimum requirements:

UL 698A Control Panel Shop: A licensed electrician in accordance with the latest publication of the National Electric Code shall perform all electrical work. Submit system supplier's UL number which verifies their panel assembly shop is capable of providing UL labeled control panels. Performance of work with similar complexity and quality requirements on a continuing basis during the past five (5) years. References from previous projects of similar size and complexity during the past five (5) years.

Ability to complete and provide detailed working drawings (ACAD) and submittals within Sixty (60) calendar days following receipt of a notice to proceed.

Ability to provide qualified personnel and equipment capable of effective and efficient completion of the work within one-hundred-eighty (180) calendar days following design approval and release for construction. Must show proof of factory support for all components supplied in the proposal.

The system supplier must be the manufacture or an authorized System Integrator for the named PLC hardware/software supplier. Verification certificates shall be submitted directly from the manufacturer of the PLC hardware and SCADA software. In addition, submit references for minimum of (5) locations where the PLC equipment has been successfully installed, including name, address and telephone number for the appropriate utility person to contact.

The system supplier must submit evidence that they employ sufficient personnel, including technical staff to include engineers, programmers, and field technicians. Submit the qualifications and license for a minimum of one professional engineer in the direct employ of the system supplier. Identify with resumes all personnel who may be assigned the specified project.

Describe the system supplier's provisions for service, technical assistance and re-placement parts for the proposed system. The City will require a sufficient number of spare replacement parts (TRUs). Include the system supplier's phone number. Identify with resumes, all personnel who will be providing technical support services for the project after it is accepted.

9. A list of all subconsultants that PROPOSER will be utilizing on this project. This list shall include the following information for each proposed subconsultant:

Name, address, and phone number for subconsultant's office that will be performing work on the project;

Name and relevant experience for subconsultant's key employees that will be working on this project;

Description of work that the subconsultant will perform on the project; and

A list of all current projects, including the amount of the subconsultant's resources allocated to those projects and the completion date of subconsultant's work at that level of allocation.

If the PROPOSER has multiple offices and proposes to utilize staff from multiple offices for this project, then the following shall apply in regards to this listing of subconsultants: The office submitting an SOQ for PROPOSER shall be considered the CONSULTANT. All other offices of PROPOSER shall be considered subconsultants and shall be included in the subconsultants listing.

10. A list of PROPOSER's claims history since January 1, 2011:

10.1. A list of all claims, demands for arbitration and/or law suits filed by PROPOSER, predecessor companies or company officers against project owners or their agents. This list shall include the following information for each claim:

Name of project owner;

Project completion date;

Basis for claim;

Claim or suit amount;

Current status; and

Award or settlement amount

10.2. A list of all claims, demands for arbitration and/or law suits filed by project owners, their agents or subconsultants against PROPOSER, predecessor companies, its agents or bonding company in connection with PROPOSER, its officers, its agents or bonding company. This list shall include the following information for each claim:

Name of project owner; Project completion date;

Basis for claim;

Claim or suit amount;

Current status; and

Award or settlement amount.

11. A statement of PROPOSER's current insurance coverage signed by a company official. The City requires a minimum of One Million Dollars (\$1,000,000) Professional Liability Insurance, Automobile Liability Insurance, General Liability Insurance, Workers' Compensation Insurance, and Errors and Omissions. If the current coverage does not meet the City's minimum requirements, a statement of PROPOSER's ability and intent to obtain the required coverage must be included. Do not submit a certificate of insurance in lieu of this statement.

SECTION 7. SUBMITTAL OF STATEMENT OF QUALIFICATIONS

Firms responding to this RFQ must include the following items in their submittal package no later than **March 29, by 3:00 P.M.:**

1. Five (5) hard copies and one (1) electronic of PROPOSER's SOQ;
2. One signed copy of the Draft Design/Build Construction Project Agreement for this project (refer to Section 10, "CONTRACT DOCUMENTS", of this RFQ).

The submittal items must be placed into a sealed envelope bearing PROPOSER's name and the words

Statement of Qualifications
for Design/Build Services for
SCADA System Upgrade Project
Lemoore, California

Before the 3:00 P.M. on March 29, 2017, the submittal package must be delivered to:

Nathan Olson, Public Works Director
Public Works Department,
City of Lemoore
119 Fox Street
Lemoore, CA 93245

The City assumes no responsibility for non-receipt of submittal packages due to any delay, including, but not limited to, carrier delay. It is the PROPOSER's responsibility to meet the deadline stated above.

Submittals which do not contain the required number of copies and all the information requested in this RFQ may be considered non-responsive and rejected without evaluation.

Submittals received after the deadline or at the wrong location will be considered non-responsive. Copies sent via facsimile, e-mail or any other electronic format will not be accepted.

SECTION 8. SELECTION OF CONSULTANT

The City will evaluate the PROPOSERs based on the following items:

1. The information contained in PROPOSER's SOQ submitted in response to this RFQ. The City's evaluation of this information will be based, at least in part, on the requirements for the SOQ set forth elsewhere in this RFQ. (30 points)
2. PROPOSER's ability to understand the project requirements as it may be revealed in their proposed method, procedures, goals and objectives, and their approach to the project. (30 Points)
3. Comments received from the City's reference checks. (20 points)
4. PROPOSER's submittal and subjective statements. (20 Points)

After reviewing the SOQ's submitted by interested firms, the City could develop a "short list" of firms to be invited to an interview and to prepare a fee proposal. The City anticipates that interviews if deemed necessary of the "short listed" firms will occur within six weeks after submittal of SOQ's. Upon completion of the interviews, the "short listed" firms will be ranked by qualifications. Then an evaluation of the fee proposals submitted at the interviews will be used as secondary consideration in selecting a CONSULTANT for the project.

SECTION 9. SOLICITATION CAVEAT

The PROPOSER and its subconsultants understand and agree that the City of Lemoore shall have no financial responsibility for any costs incurred by the PROPOSER and its subconsultants in responding to this Request for Qualifications and shall not be liable for any PROPOSER or its subconsultants costs attributed to their own study and investigation or design of a specific project until PROPOSER has executed a contract with the City of Lemoore and has been authorized in writing to proceed. The City of Lemoore reserves the right to terminate this Request for Qualifications after three (3) days' notice to all prospective PROPOSERS.

This RFQ does not commit the City to award a contract or to procure or contract for work. The City reserves the right to waive any irregularities in the statements received pursuant to this RFQ, or the process outlined herein.

SECTION 10. CONTRACT DOCUMENTS

A sample copy of the City's DESIGN/BUILD CONSTRUCTION PROJECT AGREEMENT is included with this RFQ as Attachment RFQ-1. Please review the agreement carefully. This is the contract the CONSULTANT will be expected to execute without alteration. If any changes are desired, the firm must submit a copy of the requested modifications to the City for approval at least ten (10) calendar days prior to the date that SOQs are due.

As part of its submittal package, an officer of the firm must sign and return a copy of the sample agreement. The signature indicates that the firm accepts the clauses of the contract, including the indemnity clause, as stated in the enclosed sample copy of the City's agreement and any modifications thereto issued by the City during this solicitation of SOQs.

An "Acknowledgment Line" which reads as the following will be found below the signature line of the draft agreement. The officer must review the sample agreement carefully prior to signing the draft agreement.

DESIGN/BUILD TEAM'S ACKNOWLEDGEMENT: "I have received and reviewed the sample DESIGN/BUILD CONSTRUCTION PROJECT AGREEMENT CONTRACT including the INDEMNITY clause which was sent to me with the City's RFQ. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFQ. This acceptance is made with the understanding that the "Compensation" and "Time for Completion" clauses will be modified to contain the amounts and dates established for this contract."

The Consultant shall not be allowed to alter or negotiate contract language after the submittal of Consultant's Statement of Qualifications. Failure to execute the contract without alteration may result in the rejection of the Consultant's proposal and the retaining of a different consultant by the City.

At the time of contract execution, the Consultant will be required to provide evidence of insurance coverage (Certificates of Insurance) as specified in the agreement.

SECTION 11. CONTACTS AT THE CITY OF LEMOORE

All questions concerning the project, the submittal of a Statement of Qualifications, the City's review and evaluation of the SOQ's, and the City's selection of a consultant for this project should be submitted in writing and directed to:

Nathan Olson, Public Works Director
Public Works Department,
City of Lemoore
119 Fox Street
Lemoore, CA 93245
Fax: (559) 924-9003
e-mail: nolson@Lemoore.com

SECTION 12. ATTACHMENTS TO THIS RFQ

The following documents are attachments to this RFQ:

- Attachment RFQ-1. Sample Agreement
- Attachment RFQ-2. Location Map & Vicinity Map for water wells, booster pumps and storage tanks

SAMPLE AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Kings, State of California, this _____ day of _____, 2016, by and between the City of Lemoore, a municipal corporation ("City"), and [Name of Consultant] ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference as though fully set forth herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services in accordance with the requirements outlined in the City's Request for Proposal attached hereto as Exhibit B and incorporated by this reference as though fully set forth herein.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with [Insert position title], subject to the direction of the City Manager or Public Works Director.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit C attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City so long as Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates **[Enter name of Principle-in-Charge]** as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on **[Start Date]**, and expire on **[End Date]**.

13. Termination

- a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.
- b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

- a. City agrees to pay Consultant in an amount not to exceed \$[Amount] for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.
- b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.
- c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.
- d. All payments to the Consultant shall be reported to the appropriate State and Federal tax authorities as required. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.
- e. Consultant shall be liable and solely responsible for paying all required taxes including, but not limited to, federal and state income taxes and social security taxes. If any sales tax is due for services performed by Consultant or materials or if any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant. Consultant agrees to indemnify, defend and hold the City harmless from any liability which Consultant may incur to the Federal or State governments as a consequence of this Agreement.

15. Method of Payment

- a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Consultant's original signature on all copies. Consultant's failure to maintain required records or to properly submit invoices may result in non-payment to Consultant. Consultant shall comply with any applicable prevailing wage laws.
- b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

- a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.
- b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.
- c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of

this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential to the extent permissible by law, and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, including other consultants ("Indemnified Parties"), from any and all liability, claims, demands, causes of action, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including reasonable attorney's fees and costs, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. Upon the City's demand and at the City's direction, Consultant shall promptly and diligently defend, at Consultant's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Consultant is responsible under this Section, including any claims brought by Consultant, and Consultant shall pay and satisfy any judgment, decree, loss or settlement in connection therewith. The City shall have the right to participate in the defense with counsel of its choice and shall retain complete control of the defense and settlement thereof. The indemnity, hold harmless, and defend obligations set forth herein shall survive the termination of this Agreement for any alleged or actual omission, act or negligence, in the performance or failure to perform Consultants obligations under this Agreement that occurred during the term of this Agreement.

22. Insurance

- a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.
- b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.
- c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

- a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.
- b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
- c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

- a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, genetic information, disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, marital status, military and veteran status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.
- b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, genetic information, disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, marital status, military and veteran status, age, or any other status protected by law.
- c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, genetic information, disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, marital status, military and veteran status, age, or any other status protected by law.
- d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Authority to Execute

- a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.
- b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

39. Notices

- a. Any notices to Consultant may be delivered personally or by mail addressed to [Enter name of Consultant], [Enter Consultant's address], [Enter City], [Enter State and Zip], Attention: [Enter Principal-in-Charge].
- b. Any notices to City may be delivered personally or by mail addressed to City of Lemoore, City Manager, 119 Fox Street, Lemoore, California 93245, Attention: Frank Rivera.

40. Amendment

This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

41. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF LEMOORE

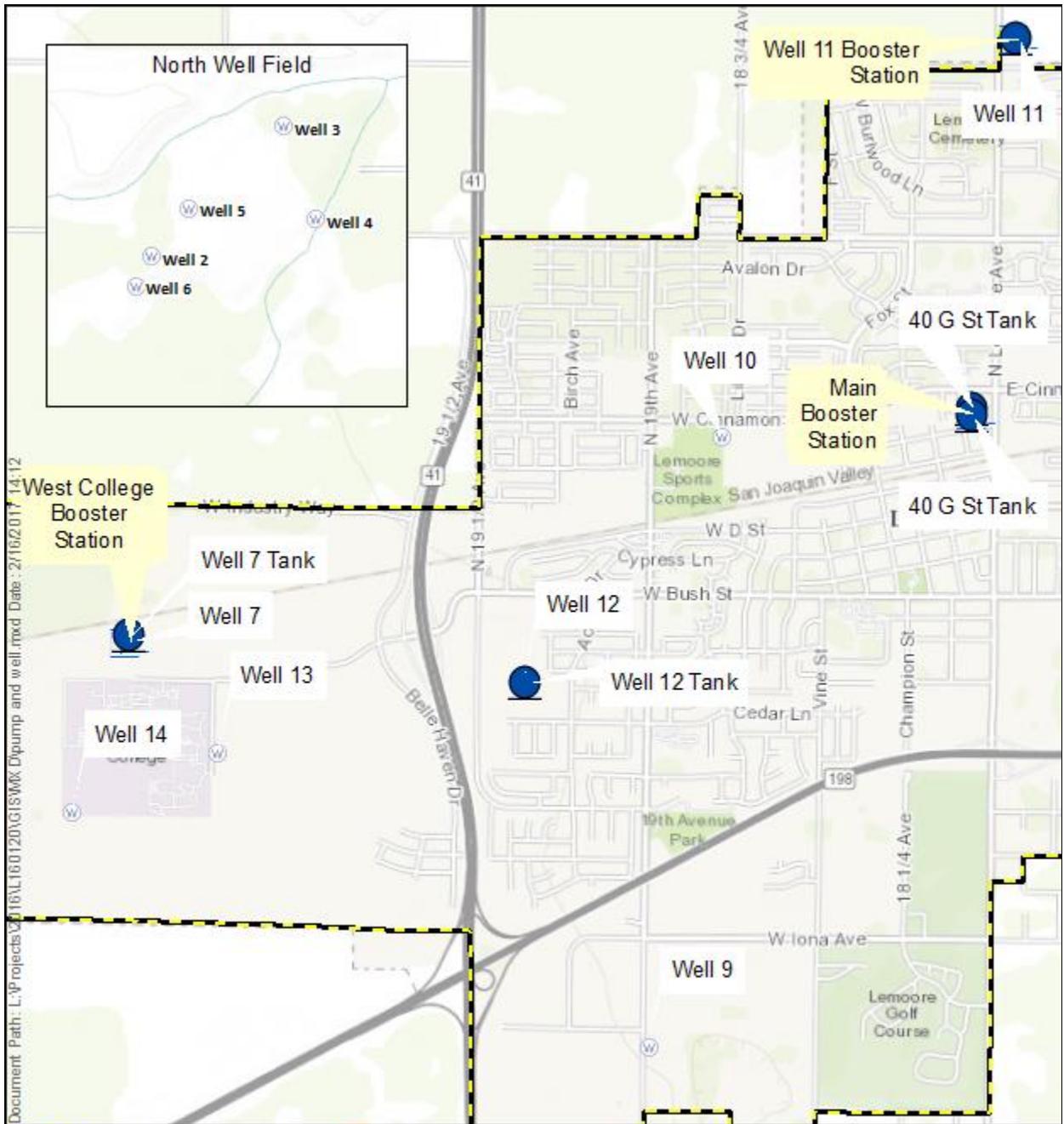
CONSULTANT

Andrea Welsh, City Manager

[Consultant]

APPROVED AS TO FORM:

Jenell Van Bindsbergen, City Attorney



Document Path: L:\Projects\2116\160120\GIS\WK Dpump and well.mxd Date: 2/16/2017 14:12

Project Site
 Water Pumps
 Enclosed Storage Facility
 Production Well

QK Sources

ESRI Sources: Esri, HERE, DeLorme, Intermap, increment P Corp.,

Attachment RFQ – 2

Location Map & Vicinity Map

for Water Wells, Booster Pumps and Storage Tanks