

CITY OF LEMOORE
PUBLIC WORKS DEPARTMENT

ON-CALL PROFESSIONAL SERVICES

June 24, 2026

TABLE OF CONTENTS

	PAGE
TABLE OF CONTENTS	i
LIST OF TABLES	ii
TABLE OF APPENDICES	iii
NOTICE INVITING REQUEST FOR PROPOSALS (RFP)	v
INSTRUCTIONS TO PROPOSERS	viii
BID PROPOSAL	1
BASE BID ITEMS	1
SECTION A — FIELD TESTING	1
SUBCONSULTANT DISCLOSURE	6
NONCOLLUSION DECLARATION	8
DISADVANTAGED BUSINESS ENTERPRISES (DBE) ACKNOWLEDGMENT	9
SERVICESERS' COMPENSATION CERTIFICATION	10
DRUG-FREE SERVICESPLACE CERTIFICATION	11
SUFFICIENT FUNDS DECLARATION	13
SECTION 1 THROUGH 95 INCLUSIVE - STANDARD SPECIFICATIONS	14
SECTION 96 - SPECIAL PROVISIONS	15
96-01 CONTRACT DOCUMENTS	15
96-02 SCOPE OF SERVICES	15
96-03 PROPOSAL REQUIREMENTS	16
96-04 SERVICE RESPONSE AND PERFORMANCE REQUIREMENTS	16
96-05 PROSECUTION AND PROGRESS	16
96-06 CONTRACT ADMINISTRATION AND AUTHORITY	16
96-07 COMPENSATION AND PAYMENT	17
96-08 INVOICE REQUIREMENTS	17
96-09 STANDARDS AND SPECIFICATIONS	17
96-10 COMPLIANCE WITH LAWS	17
96-11 SUBCONSULTANTS	18
96-12 NON-EXCLUSIVITY	18
SECTION 97 - SPECIAL REQUIREMENTS	19
97-01 GENERAL ADMINISTRATIVE REQUIREMENTS	19
97-02 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	19
97-03 NON-APPLICABILITY OF CONSTRUCTION REQUIREMENTS	19
97-04 TASK ORDER APPLICATION OF REQUIREMENTS	19
SECTION 98 - DESCRIPTION OF BID ITEMS	21
98-01 GENERAL (APPLICABILITY AND PRICING INTENT)	21
98-02 BID ITEM – MOBILIZATION / SITE VISIT (PER VISIT)	21
98-03 BID ITEM – IN-PLACE DENSITY / MOISTURE TEST (FIELD)	21
98-04 BID ITEM – RETEST (FIELD) (AUTHORIZED ONLY)	21
98-05 BID ITEM – FIELD TECHNICIAN (STRAIGHT TIME)	22
98-06 FIELD TECHNICIAN (OVERTIME)	22
98-07 BID ITEM – PROCTOR (MAX DENSITY / OMC)	22
98-08 BID ITEM – AGGREGATE GRADATION	22
98-09 BID ITEM – R-VALUE	22
98-10 BID ITEM – SAND EQUIVALENT	22
98-11 BID ITEM – MATERIAL SAMPLING (AUTHORIZED ONLY)	22
98-12 BID ITEM – GEOTECHNICAL ENGINEER (PE/GE)	23
98-13 BID ITEM – STAFF ENGINEER	23
98-14 ENGINEERING TECHNICIAN	24
98-15 BID ITEM – GEOTECHNICAL REPORT (AUTHORIZED ONLY)	24
98-16 BID ITEM – DRILLING / EXPLORATION MOBILIZATION (SUBCONTRACTED)	24
98-17 BID ITEM – DRILLING / BORING (HOLLOW STEM AUGER)	24
98-18 BID ITEM – DRILLING / BORING (MUD ROTARY OR SPECIAL METHOD)	24

98-19	BID ITEM – BACKFILL / ABANDONMENT / GROUT SEAL	24
98-20	BID ITEM – SURFACE RESTORATION (PAVED AREAS)	25

LIST OF TABLES

No table of figures entries found.

TABLE OF APPENDICES

i. AGREEMENT

- Professional Services Agreement (On-Call)

ii. STANDARD DRAWINGS AND PLANS

- City of Lemoore Improvement Standards (2019)
- City of Lemoore Standard Drawing (as applicable)

Note: Standard drawings apply only where referenced in a Task Order or necessary to establish testing or material criteria

iii. FEDERAL FUND REQUIREMENTS (CONDITIONAL)

- Applicable Federal Requirements (if any)

Note: Federal requirements shall apply only where a Task Order is funded in whole or in part with federal funds and only to the extent identified by the City

iv. MISCELLANEOUS SPECIFICATIONS AND EXCERPTS

- Supporting Documents (if applicable)

Note: Documents included in this Appendix are provided for reference only and shall not modify the Contract Documents or expand the scope of Services. Only Services expressly authorized by the City through Task Orders shall be compensable.

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NOTICE INVITING REQUEST FOR PROPOSALS (RFP)

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City Clerk of the City of Lemoore ("City") for furnishing all labor, materials, equipment, testing, inspection, and professional Services necessary to perform **geotechnical engineering, soils investigation, and construction materials testing Services** on an as-needed basis for various City projects ("Project").

Pre-bid meetings will be held on July 7th, 2026, at 10:00 a.m. in the Conference Room at the City Hall Building located at 711 W. Cinnamon Drive, Lemoore, CA 93245. The meetings *will not* include a site visit.

Proposals will be received in accordance with the Request for Proposals (RFP) documents on file with the City Clerk.

RFP documents may be obtained from:

<https://lemoore.com/ifb#/>

Proposals must be submitted to the City Clerk at 711 W. Cinnamon Drive, Lemoore, California, **prior to 3:00 p.m., 23rd day of July 2026**, and clearly marked

RFP – Geotechnical / Soils & Materials Testing Services

This solicitation is for professional Services and is not a public works construction contract. The City will evaluate proposals based on qualifications, experience, responsiveness, and overall value to the City. The City is not required to award to the lowest cost proposer.

To the extent that Services performed under this contract are determined to constitute public works under California Labor Code Sections 1720 et seq., such Services shall be subject to prevailing wage requirements. The Consultant shall comply with all applicable provisions of the California Labor Code, including Department of Industrial Relations (DIR) registration, where applicable.

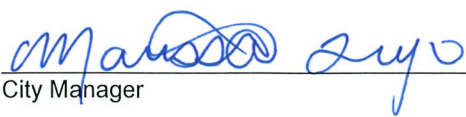
The Consultant shall possess and maintain all necessary professional licenses required to perform the Services, including but not limited to California Registered Geotechnical Engineer (GE) and/or Professional Engineer (PE), as applicable. All Services shall be performed under the responsible charge of appropriately licensed personnel.

The City intends to establish one or more on-call agreements for geotechnical and materials testing Services to support multiple projects during the contract term.

The City reserves the right to reject any or all proposals, waive informalities or irregularities, request additional information, and award a contract in the best interest of the City.

Proposals shall remain valid for a period of sixty (60) days following the proposal due date.

CITY OF LEMOORE

By: 
City Manager

Date: 6/25/26

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INSTRUCTIONS TO PROPOSERS

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be submitted on the forms included in the Request for Proposals (RFP) package. Proposals that are incomplete, contain material omissions, or fail to conform to the requirements of the RFP may be deemed non-responsive at the City's discretion.

All required information shall be provided in full. Proposers shall submit clear, complete, and concise responses in accordance with the format specified in the RFP.

EXCEPTIONS TO RFP DOCUMENTS

Proposals shall not take exception to the terms, conditions, or requirements set forth in the RFP unless clearly identified and specifically noted in the proposal.

The City reserves the right to reject any proposal that materially deviates from the requirements of the RFP.

REQUESTS FOR CLARIFICATION

Questions regarding the RFP documents, discrepancies, omissions, or interpretation shall be submitted in writing to the City.

Responses to questions, if deemed necessary, will be issued in writing by addendum.

Oral responses shall not be binding.

PROPOSER IDENTIFICATION AND AUTHORIZATION

Each proposal shall include the full legal name, business address, and contact information of the proposer.

Proposals shall be signed by an individual authorized to bind the firm. The City may require evidence of such authority.

REQUIRED PROPOSAL CONTENT

Proposals shall include, at a minimum:

- Firm qualifications and experience
- Key personnel qualifications and certifications
- Relevant project experience (municipal/public services preferred)
- Understanding of City requirements
- Description of approach to Services (field, lab, geotechnical)
- Availability and responsiveness
- Proposed fee schedule/rate structure
- Required certifications and declarations

Rates proposed shall apply uniformly across all Task Orders unless otherwise approved in writing by the City.

The City may require additional documentation as part of the evaluation process.

NO PROPOSAL SECURITY OR BONDS

No bid bond, proposal guarantee, performance bond, or payment bond shall be required for this solicitation.

PREVAILING WAGE AND DIR REQUIREMENTS

To the extent that Services performed under this contract constitute public works, including but not limited to field inspection or materials testing associated with construction, such Services shall be subject to applicable prevailing wage requirements.

Proposers shall comply with all applicable requirements of:

- California Labor Code Sections 1720 et seq.
- Department of Industrial Relations (DIR) registration requirements, where applicable

ADDENDA:

Any addenda issued prior to the proposal due date shall become part of the RFP and shall be acknowledged in the proposal.

EVIDENCE OF RESPONSIBILITY:

The City reserves the right to request evidence demonstrating the proposer's responsibility, including but not limited to:

- Financial capacity
- Technical qualifications
- Licensing and certifications
- Prior performance

Failure to provide requested information may result in rejection of the proposal.

EVALUATION AND AWARD

This is a **professional Services procurement**.

This is a professional services procurement. Proposals will be evaluated based on the City's determination of overall value.

The City may consider, at its sole discretion:

- Qualifications and relevant experience
- Key personnel and availability
- Technical understanding and approach
- Responsiveness and ability to meet service demands
- Past performance with public agencies
- Reasonableness, competitiveness, and structure of proposed rates
- Overall value to the City

The City is not required to use a numerical scoring system and may make award(s) based on qualitative evaluation.

The City reserves the right to select one or more firms and to negotiate scope and pricing prior to award.

EXECUTION OF AGREEMENT

The selected consultant(s) shall execute an agreement with the City in the form included in the RFP.

Failure to execute the agreement within the time specified by the City may result in withdrawal of the award.

INSURANCE REQUIREMENTS

The selected consultant shall provide proof of insurance in types and amounts acceptable to the City prior to commencing Services.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn prior to the submission deadline. Proposals shall remain valid for a period of sixty (60) days following the proposal due date.

PROTEST PROCEDURES

Protests must be submitted within five (5) calendar days of notice of intended award and must include detailed legal and factual grounds with supporting documentation.

Any proposal protest must be submitted in writing within the time period specified in the RFP. The protest shall clearly state the grounds, supporting facts, and relevant documentation.

Failure to comply with the protest requirements shall constitute a waiver of any right to protest.

BID PROPOSAL

- ON-CALL GEOTECHNICAL ENGINEERING, SOILS AND MATERIALS TESTING SERVICES

TO: The City Manager

City of Lemoore

FROM: CONTRACTOR _____

Name of bidder

The undersigned proposer, having carefully reviewed the Contract Documents, hereby proposes to provide all labor, equipment, materials, testing, inspection, analysis, and professional Services required to perform on-call geotechnical, soils, and materials testing Services as directed by the City.

All Services shall be performed only as authorized by written Task Orders. Compensation shall be based solely on the unit rates and fees set forth below.

BASE BID ITEMS

SECTION A — FIELD TESTING

Item	Unit	Description	Unit Price
A-1	Each	Mobilization / Site Visit (One per site per day)	\$
A-2	Each	In-Place Density Test (Nuclear Gauge)	\$
A-3	Each	Compaction Retest (Authorized Only)	\$
A-4	Hour	Field Technician – Straight Time	\$
A-5	Hour	Field Technician – Overtime	\$

Field testing shall not include sampling or laboratory testing unless specifically authorized in writing by the City.

Only one mobilization shall be paid per site visit per day.

Technician time shall be paid only when explicitly authorized

SECTION B — LABORATORY TESTING

Item	Unit	Description	Unit Price
B-1	Each	Proctor (Maximum Density / OMC)	\$
B-2	Each	Aggregate Gradation	\$
B-3	Each	R-Value	\$
B-4	Each	Sand Equivalent	\$
B-5	Each	Other Authorized Lab Test	\$

Laboratory testing shall be performed only when explicitly authorized by the City through a Task Order.

Laboratory testing shall not be implied, bundled, or assumed.

IN THE EVENT OF A DISCREPANCY BETWEEN UNIT PRICES, THE CITY RESERVES THE RIGHT TO DETERMINE THE CORRECT PRICE BASED ON THE INTENT OF THE PROPOSAL, SUPPORTING INFORMATION, AND APPLICABLE CLARIFICATIONS.

THE CITY MAY REQUEST CLARIFICATION FROM THE PROPOSER AND MAY CORRECT ANY OBVIOUS CLERICAL OR MATHEMATICAL ERRORS.

SECTION C — SAMPLING

Item	Unit	Description	Unit Price
C-1	Each	Material Sampling (Authorized Only)	\$

Sampling shall not be performed unless specifically authorized. Sampling shall be limited to tests identified in the Task Order.

SECTION D — GEOTECHNICAL ENGINEERING

Item	Unit	Description	Unit Price
D-1	Hour	Geotechnical Engineer (PE/GE)	\$
D-2	Hour	Staff Engineer	\$
D-3	Hour	Engineering Technician	\$
D-4	Each	Geotechnical Report (Authorized Only)	\$

Geotechnical Engineering Services shall not be performed unless explicitly authorized by the Public Works Director or designee.

Hourly rates shall only apply to authorized engineering Services or reports identified in a Task Order.

Provision of opinions, recommendations, or analysis without written authorization shall be non-compensable.

SECTION E — REPORTING

Item	Unit	Description	Unit Price
E-1	Each	Daily Field Report	INCLUDED
E-2	Each	Final Compaction Report	INCLUDED

Routine reporting shall be included in the cost of testing Services and shall not be billed separately.

GLOBAL PRICING RULES

- All rates shall remain firm for the duration of the contract unless otherwise approved in writing by the City.*
- Rates shall apply uniformly across all Task Orders and shall include all labor, supervision, overhead, travel, equipment, administrative costs, and incidental expenses necessary to perform the Service.*

No additional compensation shall be allowed for:

- Mobilization beyond that expressly provided,*
- Administrative effort,*
- Coordination,*
- Standard reporting,*
- Equipment setup or calibration,*

IN THE EVENT OF A DISCREPANCY BETWEEN UNIT PRICES, THE CITY RESERVES THE RIGHT TO DETERMINE THE CORRECT PRICE BASED ON THE INTENT OF THE PROPOSAL, SUPPORTING INFORMATION, AND APPLICABLE CLARIFICATIONS.

THE CITY MAY REQUEST CLARIFICATION FROM THE PROPOSER AND MAY CORRECT ANY OBVIOUS CLERICAL OR MATHEMATICAL ERRORS.

- VI. Any activity expressly authorized as part of delivering the Service.
3. .
 4. *No Services shall be performed or billed unless explicitly authorized in writing by the City.*
 5. *No compensation shall be made for:*
 - *Unauthorized Services*
 - *Implied or assumed Services*
 - *Standby, delay, or inefficiencies not directed by the City*
 6. *The City reserves the right to negotiate rates and scope prior to award.*
 7. *The City may utilize one or more consultants and assign Services at its sole discretion.*

IN THE EVENT OF A DISCREPANCY BETWEEN UNIT PRICES, THE CITY RESERVES THE RIGHT TO DETERMINE THE CORRECT PRICE BASED ON THE INTENT OF THE PROPOSAL, SUPPORTING INFORMATION, AND APPLICABLE CLARIFICATIONS.

THE CITY MAY REQUEST CLARIFICATION FROM THE PROPOSER AND MAY CORRECT ANY OBVIOUS CLERICAL OR MATHEMATICAL ERRORS.

CONSULTANT QUALIFICATIONS QUESTIONNAIRE

INSTRUCTIONS TO PROPOSER: The Proposer shall respond to all items below. Responses shall be complete, accurate, and submitted as part of the Proposal. Failure to provide required information may result in the Proposal being deemed non-responsive.

A. GENERAL INFORMATION

Firm legal name:

Business address:

Contact person:

Phone and email:

Years in business under current name:

B. LICENSING AND CERTIFICATIONS

1. Identify All Applicable Professional Licenses Held By The Firm:

Geotechnical Engineer (GE):

Professional Engineer (PE):

Other Relevant Licenses:

2. Identify Laboratory Certifications (If Applicable):

AASHTO Accreditation:

Caltrans Certification:

Other:

C. FIRM EXPERIENCE

1. Describe Your Firm's Experience Providing:

- Geotechnical Engineering Services
- Soil and Materials Testing
- Public Agency / Municipal Services

2. Provide 3–5 Recent Similar Projects Including:

- Client Name
- Project Description
- Services Provided
- Contact Information

D. KEY PERSONNEL

Identify Key Staff and Their Roles, Including:

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

- Project Manager
- Field Technicians
- Laboratory Personnel
- Responsible Engineer (PE/GE)

Include Years of Experience and Certifications.

E. AVAILABILITY AND RESPONSE

1. Describe Your Firm's Availability For:
 - Same-Day Response
 - Short-Notice Field Services
 - Emergency Services (If Applicable)
2. Identify Typical Turnaround Times For:
 - Field Reporting
 - Lab Results
 - Final Reports

F. Subconsultants

1. Identify All Subconsultants (if any):
 - Firm Name
 - Role/Scope
 - Relevant Licenses
2. Confirm That All Subconsultants Possess Required Certifications and Licenses.

G. COMPLIANCE AND PERFORMANCE

1. Is Your Firm Currently Debarred or Disqualified from Performing Public Services in California?

☐ Yes ☐ No

2. Has Your Firm Had Any Significant Violations Related To:

- Prevailing Wage Compliance
- DIR Registration Requirements
- Safety Violations

☐ Yes ☐ No

If yes, provide explanation.

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

H. CERTIFICATION

I certify under penalty of perjury that the information provided is true and correct.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

SUMMARY PROPOSAL AND ACKNOWLEDGMENT

THE PROPOSER ACKNOWLEDGES THAT THIS IS AN ON-CALL, TASK-ORDER-BASED CONTRACT AND THAT NO QUANTITIES OF SERVICES ARE GUARANTEED.

All compensation shall be based solely on the unit rates and fees provided in the Proposal Fee Schedule and only for Services explicitly authorized by the City through written Task Orders.

The Proposer further acknowledges that:

1. No Services shall be performed without written authorization from the City.
2. The City does not guarantee any minimum or maximum amount of Services.
3. Rates proposed shall apply uniformly across all Task Orders unless otherwise approved in writing by the City.
4. The Proposer has carefully reviewed all Contract Documents, including addenda, and understands the requirements of the Contract.
5. The Proposer has examined the nature of the Services required and is fully satisfied as to all conditions affecting the performance of the Services.
6. The Proposer agrees to perform all Services in accordance with the Contract Documents and at the rates provided in the Proposal Fee Schedule.
7. The Proposer understands that the City reserves the right to:
 - Select one or more consultants
 - Assign Task Orders at its sole discretion
 - Negotiate scope and pricing prior to award
8. The Proposer certifies that all information provided is true and correct under penalty of perjury under the laws of the State of California.

ADDENDA The Proposer acknowledges receipt of the following addenda:

Addendum No(s): _____

INSURANCE

The Proposer certifies that it maintains insurance coverage meeting the requirements specified in the Contract Documents.

Insurance Provider(s): _____

PROPOSAL VALIDITY

This proposal shall remain valid for a period of sixty (60) days following the proposal's due date.

The Proposer understands that any Services performed outside the scope of an authorized Task Order shall be deemed non-compensable.

NOTE:

This is an on-call, task-order-based contract. Quantities of Services are not specified and are not guaranteed.

All pricing provided by the Proposer shall be based solely on the unit rates and fees set forth in the Proposal Fee Schedule.

The City will not use a total proposal amount for award purposes. Evaluation of pricing will be based on the reasonableness, competitiveness, and structure of the proposed rates.

The City may utilize rates from one or more proposers and reserves the right to assign Services through Task Orders at its sole discretion.

The undersigned certifies that he/she is authorized to bind the Proposer and that all information submitted as part of this Proposal is true, complete, and correct to the best of his/her knowledge.

The undersigned further certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PROPOSER INFORMATION AND SIGNATURE

Firm Name	
Business Address	
City / State / ZIP	
Phone Number	
Email Address	

AUTHORIZED REPRESENTATIVE

Name (Print)	
Title	
Signature	
Date	

[END OF BID PROPOSAL FORM]

SUBCONSULTANT DISCLOSURE

The Proposer shall identify all subconsultants proposed to perform Services under this Contract.

The Proposer is not required to designate subconsultants for all categories of Services at the time of proposal; however, any subconsultants identified shall be qualified and properly licensed, as applicable, to perform the Services described.

The Proposer shall provide the following information for each subconsultant:

- Firm name
- Business location
- Scope of Services to be performed
- Applicable licenses and certifications

The use of subconsultants shall not relieve the Proposer of any responsibility for performance of the Contract. The City reserves the right to:

- Approve or reject any proposed subconsultant
- Require substitution of a subconsultant
- Approve additional subconsultants at any time during the term of the Contract

Subconsultants may be added, removed, or substituted only with prior written approval of the City.

All subconsultants performing Services subject to licensing, certification, or regulatory requirements shall meet all applicable qualifications.

All subconsultant Services shall be subject to the same requirements, limitations, and conditions applicable to the Consultant, including Task Order authorization and compensation restrictions.

SUBCONSULTANT NAME	LOCATION	SCOPE OF SERVICES	LICENSE / CERTIFICATION

PROPOSER INFORMATION AND SIGNATURE

FIRM NAME	
BUSINESS ADDRESS	
CITY / STATE / ZIP	
PHONE NUMBER	
EMAIL ADDRESS	

AUTHORIZED REPRESENTATIVE

<i>NAME (PRINT)</i>	
<i>TITLE</i>	
<i>SIGNATURE</i>	
<i>DATE</i>	

NONCOLLUSION DECLARATION

I, _____, declare that I am the:

☐ Owner ☐ Partner ☐ Corporate Officer (Title: _____) ☐ Authorized Representative

of: _____

(Name of Proposing Entity)

the party submitting the foregoing Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to submit a sham proposal or to refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price or terms of this Proposal or any other proposal, or to secure any advantage against the public agency awarding the contract or anyone interested in the proposed contract; that all statements contained in this Proposal are true; and further, that the Proposer has not directly or indirectly submitted its pricing or any breakdown thereof, or disclosed information related thereto, or paid any fee to any entity for the purpose of affecting a collusive or sham proposal.

Any person executing this declaration on behalf of a Proposer represents that they have full authority to execute this declaration.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: _____

Signature

Name (Printed)

Title

NOTE: *The above Noncollusion Declaration must be submitted with the Bid Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.*

DISADVANTAGED BUSINESS ENTERPRISES (DBE) **ACKNOWLEDGMENT**

The Proposer acknowledges that, to the extent this Contract is funded in whole or in part with federal funds, the Contract may be subject to Disadvantaged Business Enterprise (DBE) requirements.

The Proposer further acknowledges that it has reviewed the applicable DBE requirements outlined in the Contract Documents and agrees to comply with such requirements, if applicable.

If a DBE participation goal is established for specific Task Orders or projects, the Consultant shall make good faith efforts to meet such goal or demonstrate that adequate good faith efforts were made in accordance with applicable federal regulations.

The Consultant shall be responsible for ensuring that all required DBE documentation is completed and submitted in accordance with the Contract Documents and any applicable funding requirements.

Failure to comply with applicable DBE requirements may result in remedies including, but not limited to, withholding of payment, suspension of Services, or termination in accordance with the Contract.

DBE requirements, if applicable, shall be administered at the Task Order level unless otherwise specified in writing by the City.

Any person executing this declaration on behalf of a Proposer represents that they have full authority to execute this declaration.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: _____

Signature

Name (Printed)

Title

NOTE:

The Disadvantaged Business Enterprise (DBE) Acknowledgment shall be completed and submitted only when DBE requirements apply to this Contract, including when federal funding is involved.

Where DBE requirements do not apply, Proposers are not required to submit this form, and failure to submit the form shall not be considered non-responsive.

SERVICES' COMPENSATION CERTIFICATION

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure."

I am aware of the provisions of Labor Code Section 3700, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with that code, and I will comply with such provisions before commencing performance of the Services under this Contract.

I shall provide the City with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and provide that the City will receive thirty (30) days' prior written notice of cancellation.

Name of Contractor

Signature

Print Name

Date

(In accordance with Labor Code Section 1861, this certificate must be signed and filed with the awarding body before performing any Services under the contract.)

DRUG-FREE SERVICESPLACE CERTIFICATION

The Drug-Free workplace Act of 1990 (Government Code Sections 8350 et seq.) requires that every person or organization awarded a contract for the procurement of any property or Services from a State agency certify that it will provide a drug-free workplace.

Pursuant to Government Code Section 8355, every person or organization awarded a contract shall certify that it will:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken against employees for violations;

(b) Establish a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The organization's policy of maintaining a drug-free workplace;

(3) The availability of drug counseling, rehabilitation, and employee assistance programs;

(4) The penalties that may be imposed upon employees for drug abuse violations;

(c) Require that each employee engaged in the performance of the Services be given a copy of the statement required in subsection (a) and, as a condition of employment under the Contract, agree to abide by its terms.

I, the undersigned, certify that I will comply with the requirements of Government Code Section 8355 and will maintain a drug-free workplace as required by law.

I understand that failure to comply with these requirements may result in suspension of payments, termination of the Contract, or debarment from future contracting.

Name of Contractor

Signature

Print Name

Date

SUFFICIENT FUNDS DECLARATION

Owner: **City of Lemoore**

Contract: **On-Call Geotechnical Engineering, Soils and Materials Testing Services Contract**

I, _____, declare that I am the _____ (Title) of
_____ (Proposer), the entity submitting this Proposal.

I further declare that the pricing and rates submitted in this Proposal include sufficient funds to comply with all applicable local, state, and federal labor laws and regulations, including but not limited to the payment of prevailing wages where applicable.

The Proposer agrees to comply with the provisions of California Labor Code Section 2810, including subdivision (d), to the extent applicable.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____, at _____, _____.

Signature

Print Name

SECTION 1 THROUGH 95 INCLUSIVE - STANDARD SPECIFICATIONS

The City of Lemoore Standard Specifications and Standard Drawings, dated December 2019, including any addenda thereto (collectively, the "Standard Specifications"), are hereby incorporated by reference.

The Standard Specifications are included for reference and shall apply only to the extent that they are:

1. Explicitly referenced in a Task Order; or
2. Applicable to the materials, testing methods, or technical standards associated with the Services being performed.

The Standard Specifications shall not be construed to:

- Require the Consultant to perform construction Services
- Assign responsibility for construction means and methods
- Imply performance of Services not expressly authorized
- Expand the scope of Services beyond what is defined in the Contract Documents or Task Orders

In the event of a conflict:

- Special Provisions shall govern
- Task Orders shall define the scope of Services
- The Public Services Director or designee shall determine applicability

Only those portions of the Standard Specifications necessary to establish testing standards, material criteria, or acceptance requirements shall apply to this Contract.

References to "Contractor" within the Standard Specifications shall be interpreted as applying to the entity performing the applicable Services. They shall not expand the Consultant's scope or responsibility beyond that defined in this Contract.

No provision of the Standard Specifications shall create a basis for compensation unless the service is expressly authorized in a Task Order.

SECTION 96 - SPECIAL PROVISIONS**96-01 GLOBAL AUTHORIZATION AND COMPENSATION CONTROL**

Notwithstanding any provision of the Contract Documents, the following shall apply:

1. No Services shall be performed without prior written authorization by the City through a Task Order.
2. Only Services identified in an authorized Task Order shall be compensable.
3. Services not expressly authorized in writing, whether implied, incidental, or customary, shall be deemed non-compensable.
4. The Consultant assumes all risk for performing unauthorized Services.
5. No course of conduct, prior authorization, or verbal direction shall modify these requirements.

All limitations described in Sections 96 and 98 shall apply equally to Task Orders and shall not be modified by implication, course of conduct, or professional interpretation

96-02 LIMITATION ON PROFESSIONAL JUDGMENT

The Consultant shall perform all Services in accordance with applicable professional standards; however, such standards shall govern the quality of Services, not the expansion of scope.

Compliance with professional standards does not authorize the Consultant to perform additional Services beyond those expressly authorized in writing by the City.

96-03 CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- The executed Agreement
- Special Provisions
- Request for Proposals (RFP)
- Proposal Forms and Fee Schedule
- Task Orders and written authorizations
- Addenda and written amendments

In the event of conflict, the order of precedence shall be as listed above.

96-04 SCOPE OF SERVICES

This is an on-call, task-order-based professional Services contract.

Services shall include geotechnical engineering, soils and materials testing, and related Services as directed by the City.

Services shall be performed only as authorized in writing through Task Orders. No Services shall be implied or performed without such authorization.

No compensation shall be due for Services not expressly authorized in a Task Order.

96-05 TASK ORDER SCOPE DEFINITION STANDARD

Each Task Order shall define, at a minimum:

1. Specific services required;
2. Quantities, limits, or level of effort, where applicable;
3. Required deliverables;

4. Applicable exclusions or limitations.

In the event of ambiguity, the City's written interpretation shall be controlling.

The Consultant shall request clarification prior to proceeding with any unclear Service.

Failure to request clarification shall constitute acceptance of the City's interpretation and a waiver of any claim for additional compensation.

96-06 PROPOSAL REQUIREMENTS

The Consultant shall perform only those Services identified in Task Orders issued by the City.

The Consultant shall not rely on assumed quantities, bundled Services, or implied Services.

96-07 SERVICE RESPONSE AND PERFORMANCE REQUIREMENTS

The Consultant shall respond to Task Orders within forty-eight (48) hours unless otherwise specified.

Performance standards:

- Field reporting: Next business day
- Laboratory results: Standard turnaround
- Final reports: Within forty-eight (48) hours following completion

Failure to meet these requirements may result in reassignment or other remedies.

96-08 PROSECUTION AND PROGRESS

All Services shall be performed through Task Orders issued by the City.

Each Task Order will define:

- Scope of Services
- Location
- Service category
- Required deliverables
- Performance schedule

The City may assign, reassign, or discontinue Task Orders at its sole discretion.

The City's assignment and prioritization of Task Orders shall not constitute a guarantee of Services.

96-09 CONTRACT ADMINISTRATION AND AUTHORITY

The Public Services Director, or designee, shall have sole authority to:

- Issue Task Orders
- Define scope and service categories
- Interpret Contract Documents
- Determine necessity and compensability of Services

The City's determination regarding scope, authorization, classification of Services, and compensability shall be final, conclusive, and not subject to dispute except for gross error.

The City's determination shall be final and binding for purposes of administering this Contract.

96-10 UNAUTHORIZED DIRECTION

Direction, instruction, or coordination from any individual other than the Public Services Director or authorized designee shall not constitute authorization for Services or compensation. The Consultant proceeds at its own risk when relying on such direction.

96-11 COMPENSATION AND PAYMENT

Compensation shall be based solely on:

- Approved unit rates
- Authorized Task Orders

No payment shall be made for:

- Unauthorized Services
- Implied Services
- Services outside Task Orders

Rates shall remain consistent throughout the Contract unless modified in writing by the City.

The City reserves the right to reject any invoice that is inconsistent with approved rates or Task Order authorization

96-12 INVOICE REQUIREMENTS

Invoices shall:

- Reference Task Order number
- Identify Services performed
- Include supporting documentation

The Consultant must:

- Maintain a valid City of Lemoore business license
- Provide a W-9

Failure to comply may delay or prevent payment.

Failure to comply may result in rejection of the invoice and withholding of payment until corrected.

96-13 STANDARDS AND SPECIFICATIONS

The City of Lemoore Improvement Standards (2019) and associated specifications are incorporated by reference.

Such standards apply only where relevant to testing, materials, or technical requirements and shall not expand the scope of Services.

Special Provisions and Task Orders shall govern in the event of conflict.

Only those portions of the standards necessary to establish testing methods, material criteria, or acceptance requirements shall apply.

96-14 COMPLIANCE WITH LAWS

The Consultant shall comply with applicable laws, including prevailing wage requirements where applicable to specific Task Orders.

DIR registration shall be required where applicable.

The City shall determine applicability on a Task Order basis.

96-15 SUBCONSULTANTS

Subconsultants may be used only with prior written approval.

The Consultant remains responsible for all Services.

All subconsultant Services shall be subject to the same requirements and limitations as the Consultant.

96-16 NON-EXCLUSIVITY

The City may award to one or more consultants.

The City may assign Task Orders at its sole discretion.

No minimum Services are guaranteed.

The City reserves the right to utilize other contracts or procurement methods as needed.

SECTION 97 - SPECIAL REQUIREMENTS**97-01 GENERAL ADMINISTRATIVE REQUIREMENTS**

The Consultant shall comply with all applicable City requirements for conducting business within the City of Lemoore, including:

- Maintaining a valid City business license
- Providing a current W-9
- Complying with all applicable City and State requirements

These requirements are conditions precedent to payment.

97-02 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

The Consultant shall maintain insurance in types and amounts acceptable to the City and shall provide proof of insurance before commencing Services.

97-03 NON-APPLICABILITY OF CONSTRUCTION REQUIREMENTS

This Contract is for professional Services and is not a public works construction contract.

The following shall not apply unless specifically authorized in a Task Order:

- Construction specifications
- Storm water (SWPPP) requirements
- Caltrans Local Assistance requirements
- Federal construction requirements (e.g., Buy American, Cargo Preference)
- Construction safety and environmental compliance provisions

97-04 TASK ORDER APPLICATION OF REQUIREMENTS

Any project-specific requirements, including regulatory or funding-related provisions, shall be applied only at the Task Order level when applicable.

The City shall determine applicability of such requirements.

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SECTION 98 - DESCRIPTION OF BID ITEMS**98-01 GENERAL (APPLICABILITY AND PRICING INTENT)**

(A). The unit rate or fee for each Bid Item described herein shall include **all labor, equipment, materials, travel, overhead, profit, and incidentals** necessary to perform the described service in accordance with the Contract Documents and the applicable Task Order.

This is an **on-call, task-order-based contract**. No quantities are guaranteed. **Only Services expressly authorized in writing by the City through a Task Order are compensable.**

Unless expressly stated otherwise in a Task Order:

- No separate payment will be made for administrative time, routine coordination, standard reporting, calibration, normal PPE, or standard equipment setup.
- No "minimum charges," "trip charges," or bundled fees are permitted outside the Bid Items below.

(B). LIMITATION OF BID ITEMS

Each bid item represents a complete and discrete service, strictly limited to the description provided.

No additional analysis, testing, interpretation, expanded reporting, or engineering judgment beyond the explicit task description shall be performed without separate written Task Order authorization.

Any work expressly authorized by the Consultant but not expressly described in the bid item or Task Order shall be deemed non-compensable.

98-02 REASONABLENESS OF TIME AND STAFFING

The City shall have sole discretion to determine the reasonableness of time, personnel, and equipment utilized to perform any Service.

Excessive, redundant, or inefficient use of labor, equipment, or time shall not be compensable.

The Consultant shall utilize the minimum resources necessary to complete the authorized Service.

98-03 BID ITEM – MOBILIZATION / SITE VISIT (PER VISIT)

Unit: Each (per site visit)

This item compensates for travel and on-site setup for a City-authorized site visit.

Controls:

- Only **one (1) mobilization** may be billed **per site per day**, regardless of the number of tests performed, unless the City expressly authorizes additional mobilizations in writing.

98-04 BID ITEM – IN-PLACE DENSITY / MOISTURE TEST (FIELD)

Unit: Each

This item compensates for performing a single in-place density/moisture test and recording results as required by the Task Order.

98-05 BID ITEM – RETEST (FIELD) (AUTHORIZED ONLY)

Unit: Each

This item compensates for retesting only when explicitly authorized by the City.

Compensability control: Retesting shall be compensable only if the Task Order authorizes it as compensable, consistent with the Contract's authority provisions.

98-06 BID ITEM – FIELD TECHNICIAN (STRAIGHT TIME)

Unit: Hour

This item compensates for field technician time **only when expressly authorized** by the City (e.g., City-directed standby, extended observation, special scheduling).

98-07 FIELD TECHNICIAN (OVERTIME)

Unit: Hour

This item compensates for authorized overtime for field technicians.

CATEGORY B — LABORATORY TESTING (NO IMPLIED LAB SERVICES)

98-08 BID ITEM – PROCTOR (MAX DENSITY / OMC)

Unit: Each

Laboratory compaction curve determination when explicitly authorized.

98-09 BID ITEM – AGGREGATE GRADATION

Unit: Each

Sieve analysis/gradation testing when explicitly authorized.

98-10 BID ITEM – R-VALUE

Unit: Each

R-Value testing when explicitly authorized.

98-11 BID ITEM – SAND EQUIVALENT

Unit: Each

Any laboratory test not listed above must be billed under this line item **only when** the Task Order identifies the specific test(s) to be performed.

Control: Laboratory testing shall **not** be assumed, implied, or bundled with field Services.

CATEGORY C — SAMPLING (BRIDGE BETWEEN FIELD AND LAB — CONTROLLED)

98-12 BID ITEM – MATERIAL SAMPLING (AUTHORIZED ONLY)

Unit: Each

This item compensates for material sampling only when specifically authorized and limited to the tests identified in the Task Order.

CATEGORY D — GEOTECHNICAL ENGINEERING (HIGHEST SCOPE-CREEP RISK)**98-13 BID ITEM – GEOTECHNICAL ENGINEER (PE/GE)**

Unit: Hour

Professional engineering time under the responsible charge of a licensed engineer, only when explicitly authorized by Task Order.

98-14 BID ITEM – RAPID AUTHORIZATION PROTOCOL

To facilitate timely response to City needs, the City may use a Rapid Authorization Protocol to issue Task Orders and Service directives.

(A) FORM OF AUTHORIZATION

Authorization of Services may be issued by the Public Services Director or authorized designee through written communication including, but not limited to:

- Email authorization
- Written Task Order
- Written field directive confirmed electronically

Such authorization shall be deemed valid Task Order authorization provided it:

1. Identifies the general scope of Services; and
2. Provides sufficient direction to proceed.

(B) CONDITIONAL PROCEED AUTHORIZATION

The City may authorize the Consultant to proceed on a limited or preliminary basis prior to issuance of a formal Task Order.

In such cases:

- The Consultant shall proceed only within the limits of the authorization provided;
- Compensation shall be limited solely to services expressly identified in the written authorization. No services shall be compensable on the basis that they were implied, incidental, or assumed.
- A formal Task Order shall be issued as soon as practicable to define full scope, pricing, and conditions.

(C) NOT-TO-EXCEED CONTROL

The City may establish a not-to-exceed value at the time of rapid authorization.

The Consultant shall not exceed such limit without additional written authorization.

(D) CONSULTANT RESPONSIBILITY

The Consultant shall:

- Confirm receipt and understanding of all rapid authorizations;
- Track authorized scope and expenditures;
- Notify the City immediately if authorization is unclear or if limits are approaching.

(E) NO WAIVER OF AUTHORIZATION REQUIREMENTS

This protocol is intended to expedite authorization and shall not be construed to:

- Permit verbal authorization;

- Allow Services beyond those communicated in writing;
- Modify the requirement that all Services must be authorized in writing.

(F) RISK OF UNAUTHORIZED SERVICES

The Consultant proceeds at its own risk for any Services performed:

- Outside the scope of the rapid authorization; or
- Without sufficient written direction.

Such Services shall be non-compensable.

98-15 BID ITEM – STAFF ENGINEER

Unit: Hour

Engineering support time when explicitly authorized.

98-16 BID ITEM – ENGINEERING TECHNICIAN

Unit: Hour

Technical support time when explicitly authorized.

98-17 BID ITEM – GEOTECHNICAL REPORT (AUTHORIZED ONLY)

Unit: Each

A geotechnical report deliverable, only when a Task Order authorizes a report as a required deliverable.

Control: Informal advice or recommendations not expressly directed in writing by the City are non-compensable.

98-18 BID ITEM – DRILLING / EXPLORATION MOBILIZATION (SUBCONTRACTED)

Unit: Each

Mobilization for City-authorized exploration Services performed by a City-approved drilling subcontractor.

98-19 BID ITEM – DRILLING / BORING (HOLLOW STEM AUGER)

Unit: Linear Foot

Drilling and sampling per linear foot as authorized.

98-20 BID ITEM – DRILLING / BORING (MUD ROTARY OR SPECIAL METHOD)

Unit: Linear Foot

Special method drilling per linear foot as authorized.

98-21 BID ITEM – BACKFILL / ABANDONMENT / GROUT SEAL

Unit: Linear Foot

Boring abandonment/backfill per linear foot as authorized.

98-22 BID ITEM – SURFACE RESTORATION (PAVED AREAS)

Unit: Square Foot

Patch/restoration where required by a Task Order.

Controls: All exploration Services must be explicitly authorized; the City must approve any drilling subcontractor; the prime Consultant remains responsible for all Services and deliverables.

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APPENDIX I

AGREEMENT

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AGREEMENT (ON-CALL PROFESSIONAL SERVICES)

This agreement ("Agreement") is made at the City of Lemoore California, by and between _____ [insert name of Contractor], hereinafter called the "Contractor," and the City of Lemoore, hereinafter called the "City" or "Owner."

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. SCOPE OF SERVICES. Task Order authorization may be issued in accordance with Section 96-13 (Rapid Authorization Protocol).

The Contractor agrees to provide on-call geotechnical engineering, soils and materials testing, and related professional Services ("Services") in accordance with the Contract Documents.

Services shall be performed only as authorized by the City through written Task Orders. No Services shall be performed, and no compensation shall be due, unless expressly authorized in a Task Order.

The Contractor shall perform Services in a professional and workmanlike manner consistent with applicable industry standards and regulatory requirements.

LIMITATION ON PROFESSIONAL JUDGMENT. The Consultant shall perform all Services in accordance with applicable professional standards; however, such standards shall govern the quality of Services, not the expansion of scope.

Compliance with professional standards does not authorize the Consultant to perform additional Services beyond those expressly authorized in writing by the City.

RELATIONSHIP OF PARTIES. Contractor, its subcontractors, and their respective officers, associates, agents, volunteers, and employees shall act as independent Contractors and not as officers, employees, or agents of the Owner for any purpose. Contractor is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform Services that are outside the usual course of Owner's business. Contractor is free from the control and direction of Owner with respect to the manner of performance of the Services. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Owner and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against Owner. Contractor shall have no authority, express or implied, to bind Owner to any obligation whatsoever.

ARTICLE II. CONTRACT; CONTRACT DOCUMENTS. The Contract, which may also be referred to as the Contract Documents, consists of:

- This Agreement
- Special Provisions (Section 96)
- Request for Proposals
- Proposal Forms and Fee Schedule
- Task Orders
- Addenda and written amendments
- In the event of conflict, Special Provisions and Task Orders shall govern.

ARTICLE III. PAYMENT. Compensation under this Agreement shall be based on approved unit rates and Services authorized through Task Orders.

The City shall pay the Contractor for Services satisfactorily performed in accordance with authorized Task Orders, subject to a not-to-exceed amount as established by the City.

No quantities of Services are guaranteed under this Agreement. The City is under no obligation to authorize any minimum level of Services.

Payment shall be made only for Services expressly authorized and performed in accordance with the Contract Documents.

ARTICLE IV. DISPUTE PREEMPTION AND WAIVER OF UNAUTHORIZED CLAIMS. The Consultant expressly acknowledges that this is a Task Order-based contract requiring prior written authorization for all Services.

Failure to obtain written Task Order authorization before performing any Service shall constitute a complete waiver of any compensation claim, regardless of:

1. The necessity of the Service,
2. Any alleged benefit to the City,
3. Any prior course of dealing,
4. Any verbal direction, field instruction, or informal communication, or
5. Any assertion of industry standard practice.

No claim for additional compensation, equitable adjustment, or damages shall be considered unless:

- (1) The Service was expressly authorized in writing by the City through a Task Order or written amendment; and
- (2) The scope and compensation structure were clearly defined before performance.

The Consultant assumes all risk for performing unauthorized Services and agrees that such Services shall be non-compensable under all circumstances.

ARTICLE IV. TASK ORDER FUNDING LIMITS.

The City may establish not-to-exceed amounts for individual Task Orders.

The Consultant shall not exceed such limits without the City's prior written authorization.

Any Services performed more than an established Task Order limit without written modification shall be non-compensable.

ARTICLE V. PERFORMANCE OF SERVICES. The Contractor shall perform Services in accordance with the timeframes specified in each Task Order and Section 96 of the Special Provisions.

The Contract Documents and Task Orders shall govern response and performance requirements.

ARTICLE VI. TERMINATION. The Owner may terminate or suspend this Agreement as permitted in the Contract Documents.

ARTICLE VII. INDEMNITY AND INSURANCE. The Contractor shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against any claims, damages, losses, or expenses arising out of the performance of the Services, to the extent caused by the negligent acts or omissions of the Contractor.

The Contractor shall maintain insurance in types and amounts acceptable to the City and shall provide proof of coverage before commencing Services and upon the City's request.

A. Insurance Requirements For Contractors

This Contract is for professional Services and is not a public works construction contract.

Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Scope of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

The Contractor shall maintain insurance in types and amounts acceptable to the City and shall provide proof of coverage before commencing Services.

Contractor shall maintain limits no less than:

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.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retentions

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

E. Other Insurance Provisions

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

1. The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be

excess of the Contractor'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 Owner, its officers, officials, employees, agents or volunteers.

4. The Contractor'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) calendar days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

6. During the course of the Contract, the Contractor is responsible for all damages, theft, or other losses regarding materials, supplies, or equipment to be used in the Services.

7. The Contractor shall maintain insurance in types and amounts acceptable to the City and provide proof of coverage before commencing Services. The policy shall name the City as also insured.

8. The Contractor shall name the City as "Additional Insured" for Completed Operations for a period of not less than ten (10) years.

F. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the City.

G. Verification of Coverage

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The 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 Owner before Services commence. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

H. Subcontractors

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

ARTICLE VIII. STANDARD OF CARE. The Contractor shall perform Services in accordance with the standard of care ordinarily exercised by professionals performing similar Services under similar circumstances.

No additional warranties, express or implied, are provided.

ARTICLE IX. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Services. It supersedes any prior or contemporaneous agreements between the parties, whether oral or written, unless expressly incorporated herein.

The Owner makes no representations or warranties, express or implied, not specified in the Contract.

The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE X. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XI. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, with the signatures appearing on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XII. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XIII. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the

County of Kings, subject to transfer of venue under applicable State law.

ARTICLE XIV. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the City Council.

ARTICLE XV. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent.

ARTICLE XVI. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

IN WITNESS WHEREOF, they have executed this Agreement the _____ day of _____, 20____.

CONTRACTOR

Contractor Name: _____

Business Address: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contractor License No.: _____

License Classification: _____

CITY OF LEMOORE

By: _____

City Manager

Date: _____

Attest:

By: _____

City Clerk

Date: _____

APPENDIX II

STANDARD DRAWINGS AND PLANS

APPENDIX II**STANDARD OF DRAWINGS AND PLANS**

The following documents are incorporated by reference:

- City of Lemoore Improvement Standards (2019)
- Applicable City Standard Drawings

These documents shall apply only where:

1. Referenced in a Task Order; or
2. Necessary to establish testing methods, material criteria, or technical requirements

No drawing, plan, or standard shall:

- Expand the scope of Services
- Require construction Services
- Create additional compensation

Task Orders and Special Provisions shall govern in the event of conflict.

Where City standards reference Caltrans or ASTM standards, those standards apply only to the extent necessary for testing or material evaluation.

APPENDIX III

FEDERAL FUND REQUIREMENTS

APPENDIX III**FEDERAL FUND REQUIREMENTS**

Federal requirements shall apply only where a Task Order is funded in whole or in part with federal funds.

Applicable requirements, if any, will be specified at the Task Order level.

The Consultant shall comply with such requirements only to the extent identified by the City.

If no federal funding applies, this Appendix shall have no force or effect.

APPENDIX IV

MISCELLANEOUS SPECIFICATIONS AND EXCERPTS

APPENDIX IV**MISCELLANEOUS SPECIFICATIONS AND EXCERPTS**

This appendix may include reference materials, guidance documents, or excerpts provided for informational purposes only.

No document contained in this appendix shall:

- Modify the contract documents
- Expand the scope of Services
- Establish additional requirements
- Create a basis for compensation

Only Services expressly authorized in a task order shall be compensable.

In the event of conflict, the Contract Documents and Task Orders shall govern.