

**CITY OF PARLIER
(DEPARTMENT OF PUBLIC WORKS)**

**REQUEST FOR PROPOSALS
FOR ARCHITECTURAL & ENGINEERING SERVICES**

FOR

**PARLIER POLICE DEPARTMENT BUILDING RENOVATION
PROJECT**

CRITICAL DATES*

Advertise:

August 3, 2023

Pre-Proposal Meeting:

**August 15, 2023 @ 9:00 AM at City of Parlier
Public Works Office located at 780 Tulare Street
Attendance is not mandatory but recommended.**

**Last Day to Submit Written
Questions:**

August 18, 2023 @ 5:00 PM

Proposals Due:

**August 24, 2023, before 2:00 PM
Two (2) hard copies at City of Parlier City Hall,
1100 E. Parlier Ave, Parlier, CA 93648 and one (1)
electronic copy at Javier@am-engr.com**

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**CITY OF PARLIER
DEPARTMENT OF PUBLIC WORKS
NOTICE TO PROPOSERS**

The City of Parlier is issuing this Request for Proposals (RFP) for Architectural & Engineering Services for the Parlier Police Department Building Renovation Project for which the City is seeking well-qualified Consultants to design exterior and interior building renovations. The Project will consist of architectural, mechanical, electrical, plumbing, and network services. The selected Consultant will be responsible for all architectural and engineering services necessary to design and complete the Project including, but not limited to, planning, preliminary inspection, design, construction documents, coordination, and approvals.

The RFP can be found on the Central California Builder's Exchange website at <https://cencalbx.com/>.

Consultant shall submit two (2) hard copies and one (1) electronic copy in PDF format. Hard copies shall be sealed and submitted to the office of the City Clerk, 1100 E. Parlier Avenue, Parlier, California 93648. Electronic copies shall be submitted to javier@am-engr.com. Proposals shall be submitted prior to **2:00 PM on August 24th, 2023**, at which time they will be privately opened and evaluated utilizing a qualified-based selections process in accordance with the specifications in this RFP therefore, to which special reference is made as follows:

**REQUEST FOR PROPOSALS
FOR ARCHITECTURAL & ENGINEERING SERVICES
FOR
PARLIER POLICE DEPARTMENT BUILDING RENOVATION PROJECT**

Hard copies shall be submitted in a sealed envelope addressed to the City Clerk labeled with the name of the Consultant, the name of the project and the statement "DO NOT OPEN UNTIL THE TIME OF PROPOSAL OPENING".

Electronic submissions shall consist of a technical proposal and a fee proposal and be emailed separately. Technical proposal email subject line shall contain "Technical Proposal – Parlier Police Department Building Renovation." Fee proposal email subject line shall contain "Fee Proposal – Parlier Police Department Building Renovation." Electronic copy will only be accepted in PDF format.

The City will evaluate proposals based on the criteria set forth in the RFP and rank proposers from highest to lowest score. All proposers will receive the final ranking of consultants. The City will invite the highest ranked Consultant to enter negotiations. Should the City and the Consultant fail to reach an agreement during the negotiations, the City will reject the Consultant's proposal and begin negotiations with the next highest rated Consultant until acceptance of a cost proposal and successful contract negotiation. The City reserves the right to reject any or all proposals and to waive any informalities in the proposals received at its sole discretion.

A Pre-Proposal Meeting is scheduled for **August 15th, 2023, at 9:00 AM**, at the City of Parlier Public Works Office located at 780 Tulare Street in the City of Parlier, California. This meeting is to inform Consultants of Proposal and Project requirements. Consultant's attendance at this meeting will **not** be mandatory.

Any questions regarding the project should be directed to Javier Andrade, PE, telephone (559) 429-4747 or javier@am-engr.com.

PROJECT DESCRIPTION AND BACKGROUND

The Parlier Police Department Building Renovation Project (Project) aims to fully renovate the existing building, consisting of approximately 6,700 square feet (SF), to modernize the current aging facility, improve city services' efficiency, and promote a healthy staff working environment. This project consists of exterior, interior, electrical, HVAC, plumbing, and network infrastructure improvements. Spatial reconfigurations are to include the following: a large, multi-purpose community meeting room, office space for staff, a large conference room, and ancillary spaces like storage, restrooms, a break area, and a public lobby space. The Project site is located at 8770 S Mendocino Avenue, Parlier, CA 93648. The selected Consultant will be responsible for all architectural and engineering services necessary to design and complete the Project including, but not limited to, planning, preliminary inspection, design, construction documents, coordination, and approvals.

ADDITIONAL INFORMATION

Questions relating to this RFP, the RFP process, or the attachments may be submitted in writing only and directed to Javier Andrade via email at: javier@am-engr.com. All written questions must be received by **August 18, 2023, at 5:00 PM**.

The City of Parlier (CITY) may issue addenda to modify the specifications of this RFP, including attachments, from the date of release to date of submittal. Addenda will be posted on the Central California Builders Exchange website at <https://cencalbx.com/>. Each Consultant is solely responsible for checking the website and reviewing any and all addenda before submitting its proposal. Addenda shall become part of the contract.

A pre-proposal meeting is scheduled for **August 15, 2023, at 9:00 AM**, at the City of Parlier Public Works Office located at 780 Tulare Street in the City of Parlier, California. This meeting will not be mandatory; however, Consultant's key team members are highly encouraged to attend.

PROPOSAL REQUIREMENTS

Consultants must submit a proposal in compliance with the requirements of this RFP, as further specified in the following section, **SUBMISSION OF PROPOSALS**. Clarity and brevity are preferable to volume.

Proposals shall contain the following information in the order listed:

1. Statement of Qualifications

a. Cover Letter

Provide a cover letter addressed to:
City of Parlier
1100 E. Parlier Ave,
Parlier, CA 93648

The letter shall be on the Consultant's letterhead and include a brief description of your understanding of the services being requested and why your firm is qualified to meet the CITY's needs. All addendums received must be acknowledged in the cover letter.

The cover letter shall be wet signed in blue ink by the individual authorized to bind the Consultant to the Proposal.

b. Consultant Information

This section shall include the following:

- Consultant Name.
- Business address, phone number, and fax of the office that will be primarily responsible for providing services for the proposal.
- Type of Organization: corporation, limited liability company, partnership, joint venture. If a joint venture, describe the division of responsibilities.
- Indicate if the Consultant or any of Consultant's key personnel was involved with any litigation in connection with prior projects within the past five years. If yes, briefly describe the nature of the litigation and the result.
- Any supplemental information that the Consultant believes may be pertinent to the selection process may be provided.

c. Consultant Personnel

Identify the names of key individuals who will be responsible for the work. Indicate their roles and responsibilities, and number of years employed by firm. Provide a brief resume for each individual identified. Resumes should include licenses and/or certifications and represent experience as it relates to this project.

Identify major subconsultants or subcontractors (if any) and their degree of involvement in this program. If the Consultant is including any subconsultants or subcontractors, the Consultant shall identify how long the Consultant has worked with the subconsultant or subcontractor.

d. Relevant Project Experience

This section requires the Consultant to provide information on a minimum of three (3) projects completed within the last five (5) years to demonstrate relevant project experience. Projects should be of similar scope as the Parlier Police Department Building Renovation Project. The CITY may contact the project owner listed to verify the Consultant's involvement in the project and their overall assessment of the quality of the services provided. Provide the following information for each relevant project:

1. Project name
2. Project location
3. Date of contract
4. Date of completion
5. Contracting agency, agency Project Manager and current contact information including phone number, address, and email.
6. Consultant Project Manager and current contact information
7. Project description including objective, scope of work and outcome.
8. Other information you deem relevant.

2. Scope of Services and Schedule

Proposal shall include a Scope of Services and Schedule which details the tasks to be accomplished, the deliverables to be provided, and the schedule / timeline to complete the project, based upon the requested Scope of Services detailed in Attachment 1 of this RFP.

3. Fee Proposal

This shall include the Consultant's Standard Hourly Fee Schedule, a table outlining the tasks and team hourly effort for each of the major tasks, and a Project Fee Schedule as outlined in the Scope of Work. The fee proposal shall be submitted separate and concurrently with the technical proposal, both submitted as a hard copy in a separately sealed envelope, clearly labeled as "Fee Proposal" and electronically at javier@am-engr.com with the subject line "Fee Proposal – Parlier Police Department Building Renovation."

The fee proposal will not be opened until the proposals have been evaluated based on qualifications. The CITY will select the most qualified consultant and then negotiate a contract price based on available funding.

4. Certifications

The following forms shall be signed and submitted by the individual who is an authorized agent for the Consultant and has the authority to legally bind the Consultant to the contract:

- Attachment 3.1: Non-Collusion Affidavit
- Attachment 3.2: Non-Discrimination Certification
- Attachment 3.3: Non-Lobbying Certification

SUBMISSION OF PROPOSALS

Consultant shall submit two (2) hard copies and one (1) electronic copy in PDF format. Hard copies shall be sealed and submitted to the office of the City Clerk, 1100 E. Parlier Avenue, Parlier, California 93648. Electronic copies shall be submitted to javier@am-engr.com

engr.com. Proposals shall be submitted prior to 2:00 PM on August 24th, 2023, at which time they will be privately opened and evaluated utilizing a qualified-based selections process in accordance with the following section, **EVALUATION PROCESS**.

Hard copies shall be submitted in a sealed envelope addressed to the City Clerk labeled with the name of the Consultant, the name of the project and the statement "DO NOT OPEN UNTIL THE TIME OF PROPOSAL OPENING".

Electronic submissions shall consist of a technical proposal and a fee proposal and be emailed separately. Technical proposals shall include all proposal requirements except the Fee Proposal. Technical proposal email subject line shall contain "Technical Proposal – Parlier Police Department Building Renovation." Fee proposal email subject line shall contain "Fee Proposal – Parlier Police Department Building Renovation." Electronic copy will only be accepted in PDF format.

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 2:00 PM on August 24, 2023.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

The CITY reserves the right to reject any or all proposals and to waive any informalities in the proposals received at its sole discretion.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

Pursuant to Public Contract Code section 22164(b)(4)(B), all information required for inclusion in the Proposal pursuant to subdivision (b) of Public Contract Code section 22164 that is not otherwise a public record under the California Public Records Act (Govt. Code section 6250) (the "CPRA"), will not be open to public inspection. If a Consultant believes that any portion(s) of its Proposal are exempt from disclosure under the CPRA, it is the Consultant's responsibility to (1) identify the portion(s) that it believes to be exempt from disclosure, clearly and with specificity; (2) for each such portion, identify the applicable exemption in the CPRA; and (3) clearly state the factual basis for applying the exemption as specified. By submitting a Proposal, the Consultant agrees that it is the Consultant's sole responsibility to respond to any legal challenge for disclosure of its Proposal in whole or in part, and the Consultant agrees that it will indemnify, defend, and hold the CITY harmless against any such CPRA challenge with respect to the contents of its Proposal.

EVALUATION PROCESS

The CITY will evaluate all submissions that comply with the requirements set forth in this RFP. Proposals that do not include all the requirements will not be scored. All Consultants are responsible for clearly marking any information that is not a public record under the CPRA, as specified in the previous section **SUBMISSION OF PROPOSALS**.

The CITY will review submitted proposals for responsiveness and evaluate Statements of Qualifications (SOQs) based on the following criteria:

- Cover Letter (5 Points)
- Consultant Information (5 Points)
- Consultant Personnel (20 Points)
- Relevant Project Experience (20 Points)
- Total (50 Points)

The final score will be used to rank proposers from highest to lowest points. All proposers will receive the final ranking of consultants.

The CITY reserves the right, but assumes no obligation, to request clarifying information from any Consultant following submission of a Proposal if it determines that further clarification is necessary to evaluate the Proposal. The CITY reserves the right to independently verify all information submitted in a Proposal. The CITY further reserves the right to reject any or all Proposals and to waive any informalities in the Proposals received at its sole discretion.

AWARD AND EXECUTION OF CONTRACT

The CITY will invite the highest ranked Consultant to enter negotiations. Should the CITY and the Consultant fail to reach an agreement during the negotiations, the CITY will reject the Consultant's proposal and begin negotiations with the next highest rated Consultant until acceptance of a cost proposal and successful contract negotiation.

The agreement, attached herein as Attachment 2, shall be executed by the successful Consultant, and shall be returned, together with the agreement bonds, to the CITY so that it is received within 14 days, not including Saturdays, Sundays, and legal holidays, after the Consultant has received the agreement for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

No Agreement shall be binding upon the CITY until all documents are fully executed by the Consultant and the CITY.

DISCLAIMERS AND RESERVATION OF RIGHTS

This RFP does not commit the CITY to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The CITY reserves the right to reject any or all proposals and to waive any informalities in the

proposals received at its sole discretion. The CITY reserves the right to amend this RFP by addenda, including, but not limited to, the proposed schedule, including the proposal deadline, and required information and attachments. The CITY may modify or waive any of the criteria or procedures specified in this RFP, subject to the limitations of law. The CITY reserves the right to decline to award the contract to any Consultant; the right to initiate a new RFP process; the right to delay, modify, suspend, or cancel the Project at any time all based on the CITY's best interests and at the CITY's sole discretion. The CITY reserves the right to reject any proposal that is determined to contain false, misleading, or materially incomplete information.

SCHEDULE

The following schedule is provided for general planning based on currently available information. All dates and durations are subject to revision as the procurement process proceeds.

- | | |
|---|-----------------------------------|
| a. RFP release: | August 3, 2023 |
| b. Pre-Proposal Meeting: | August 15, 2023, at 9:00 am |
| c. Last day to submit written questions (by email): | August 18, 2023, at 5:00 pm |
| d. Proposal Deadline: | August 24, 2023, prior to 2:00 pm |
| e. Approval of Award: | September 7, 2023 |

ATTACHMENTS

- Attachment 1 – Scope of Services
- Attachment 2 – Agreement
- Attachment 3 – Certifications

ATTACHMENT 1

SCOPE OF SERVICES

INTRODUCTION/PROJECT DESCRIPTION

CONSULTANT is to work with the CITY Staff (City Manager, City Engineer, and Parlier Police Department Chief) on architectural and engineering services for Parlier Police Department Building Renovation Project to fully renovate the existing building. The goal of this project is to modernize the current aging facility to improve city services' efficiency and promote a healthy staff working environment. Project consists of exterior, interior, special reconfiguration, electrical, HVAC, plumbing, and network infrastructure improvements. Improvements are to be feasible within the existing building's structural frame and footprint. Services consist of preliminary inspection, evaluation of current and future needs, preparing conceptual plans, preparing construction documents (60%, 90%, and 100% plans, specifications, and cost estimate), and assisting during bidding and construction phases.

Project Location and Existing Building Footprint:

- 8770 S Mendocino Avenue, Parlier, CA 93648
- Approximately 6,700 square feet

Spatial Areas:

- large, multi-purpose community meeting room
- office spaces for staff
- large conference room
- storage rooms
- staff break area
- public lobby space

Materials:

- local materials when possible
- environmentally sustainable materials (LEED) where logical

Compliance:

- Section 504 of the Rehabilitation Act and the Architectural Barriers Act Accessibility Standards (ABAAS)
- Americans with Disabilities Act (ADA)
- Build America Buy America Act (BABAA)
- Federal Laws, Codes and Regulations

- State Laws, Codes and Regulations
- Local Laws, Codes and Regulations

Budget:

- Construction budget: \$2,000,000

TASKS AND DELIVERABLES

CONSULTANT is responsible for providing all design and engineering as required for all components within this scope of services, including the following tasks and deliverables. Consultant shall provide deliverables in .pdf format.

Task 1: Pre-Design:

The pre-design shall include a project kick-off meeting with CITY Staff to discuss the scope of services, schedule, project goals and objectives, spaces and systems for programming, potential elements and issues, review of existing information, mapping and surveying as necessary, and site investigation, including asbestos testing, lead testing or other hazardous materials investigation.

- **Deliverables:** Schedule, Needs Assessment, and Site Survey.

Task 2: Concept Design:

Concept design shall include up to three (3) meetings with CITY Staff to brainstorm and review potential programming and exterior designs.

- **Deliverables:** conceptual renderings of all exterior elevations for two (2) conceptual designs, conceptual floor plans with spatial uses and overall dimensions showing square footage for each room, Interior 3-D room perspectives, and renderings showing spatial uses for two (2) conceptual designs.

Task 3: Construction Documents (60% plans)

Construction Documents (60% plans) will involve the development of the approved conceptual plan and communicating with CITY staff to select materials. Plans shall include interior and exterior finishes, preliminary plumbing plan, preliminary electrical plan, preliminary HVAC plan, preliminary network plan, draft technical specifications, and cost estimate.

- **Deliverables:** 60% set of plans, draft specifications, and cost estimate.

Task 4: Construction Documents (90% plans)

Construction Documents (90% plans) shall include finalizing approved deliverables from the Construction Documents (60% plans) phase and address any and all comments from the CITY staff. This includes the provision of detailed engineering and construction drawings that will serve as the basis for both bidding and construction by a general contractor.

- **Deliverables:** 90% plans, structural calculations, complete technical specifications, and cost estimate.

Task 5: Construction Documents (100% plans)

Construction Documents (100%) shall include finalizing approved deliverables from the Construction Documents (90% plans) phase and addressing any and all comments from the CITY staff. These plans shall be final and signed and will serve as the basis for both bidding and construction by a general contractor.

- **Deliverables:** 100% plans, final structural calculations, final technical specifications, and final cost estimate.

Task 6: Bid Advertisement, Construction, Record Drawings:

CONSULTANT shall provide support to the CITY during the bidding phase by assisting with questions, requests for information/clarification, or conflicts arising out of the bidding process. CONSULTANT shall also attend the pre-bid meeting, if scheduled.

CONSULTANT shall provide support to the CITY during the construction phase by assisting with questions, requests for information/clarification, and/or reviewing submittals.

Upon construction completion, CONSULTANT shall incorporate as-built information, as provided by the General Contractor, into the drawing files to provide record drawings for CITY.

PLAN CHECKS

Construction documents shall be in accordance with the 2022 California Building Code and will require review and approval by the CITY. All final plans, specifications, and structural calculations must be signed by a California-licensed architect/civil engineer/structural engineer as appropriate. The CITY's City Engineer will coordinate the submittal and review process.

PLANS

Plans should include, but are not limited to, the following:

- Title Sheet
- Architectural Plans
- Structural Calculations
- Mechanical and Plumbing Plans
- Electrical Plans
- Network Plans

TECHNICAL SPECIFICATIONS

Technical specifications for all components listed above shall be provided by CONSULTANT, or their subconsultants, to the CITY. CITY will combine these specifications with the CITY's standard boilerplate specifications, which together, will become the Project Specifications.

COST ESTIMATE

CONSULTANT shall provide a construction cost estimate which shall reflect finalized plans, materials, systems, details of construction, and known or anticipated changes in the bidding market relative to the project.

FEE PROPOSAL

The Fee Proposal shall be structured to correspond to the above-mentioned tasks as follows:

Task 1: Pre-Design

Task 2: Concept Design

Task 3: Construction Documents (60% Plans)

Task 4: Construction Documents (90% Plans)

Task 5: Construction Documents (100% Plans)

Task 6: Bid Advertisement, Construction Administration, Record Drawings

Total Fee

Fee schedule for each task should include an hourly breakdown that corresponds to the task total.

CITY RESPONSIBILITIES

The CITY will be responsible for the following items:

- Provision of available plans and existing documentation on file.
- Provision of electronic design file with CITY title block and title sheet (24" x 36").
- Provision of CITY's standard boilerplate specifications.
- Acting as liaison with the appropriate decision-making bodies, as necessary.
- Coordination and processing of plans and documents with governmental agencies having jurisdiction over the project.

ATTACHMENT 2

AGREEMENT

CITY OF PARLIER AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2023, by and between City of Parlier, hereinafter called "CITY", and _____ hereinafter called "CONSULTANT". The Contract Administrator for CITY will be _____. The Project Manager for the CONSULTANT will be _____.

RECITALS

1. The CITY desires to retain a consultant having special skills and knowledge in the field of professional architectural services.
2. CONSULTANT represents that CONSULTANT is able and willing to provide such services to the CITY.
3. In undertaking the performance of this AGREEMENT, CONSULTANT represents that it is knowledgeable in its field and that any services performed by CONSULTANT under this AGREEMENT will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. SCOPE OF WORK

CONSULTANT shall perform during the term of this AGREEMENT, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the work described and set forth in Exhibit "A" "Scope of Services" ("Services") attached hereto and incorporated by reference.

ARTICLE II. COMPENSATION/PAYMENT

CITY agrees to pay, and CONSULTANT agrees to accept as total payment for its services to CITY, the rates and charges identified in Exhibit "B" "Fee Proposal" ("Fee proposal") attached hereto and incorporated by reference. The total amount to be expended under this AGREEMENT shall not exceed \$_____ during the term of this AGREEMENT, including any extension periods exercised under ARTICLE XVII CHANGE IN TERMS.

Said payment shall be made in accordance with CITY's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to CITY at the address set forth in ARTICLE XXVI NOTIFICATION, hereof.

Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by CITY.

The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of CITY as to the designation of tasks to be performed and the results to be accomplished.

ARTICLE III. PERFORMANCE PERIOD

This AGREEMENT shall go into effect on _____, 2023, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY's Contract Administrator. The AGREEMENT shall end on _____, 2023, unless extended by AGREEMENT amendment.

CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the

AGREEMENT is fully executed and approved by CITY.

ARTICLE IV. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless CITY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of CITY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

ARTICLE V. INDEPENDENT CONTRACTOR

CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of CITY. CONSULTANT acknowledges and agrees that CITY has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to CONSULTANT, or to CONSULTANT'S employees, subcontractors and agents. CONSULTANT, as an independent contractor, shall be responsible for any and all taxes that apply to CONSULTANT as an employer.

ARTICLE VI. ASSIGNMENT

Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the CITY. However, claims for money due or which become due to CONSULTANT from CITY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the CITY.

ARTICLE VII. TERMINATION

This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT by CONSULTANT, and CITY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due CITY from CONSULTANT is determined.

In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

ARTICLE VIII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to CITY.

ARTICLE IX. RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT shall maintain complete and accurate records pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. CONSULTANT shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. CONSULTANT shall allow access to any books, records, and documents that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE X. SUBCONTRACTING

Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.

The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Fee Proposal.

Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI. PREVAILING WAGE

If applicable, any work performed in relation to this AGREEMENT and for which a labor classification for prevailing wage exists as determined by the Director of the California Department of Industrial Relations or by the United States Secretary of Labor or both, CONSULTANT and subcontractors shall pay not less than the higher wage rate under the state or federal classification. CONSULTANT and all subcontractors are required to pay not less than the higher general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations or the United States Secretary of Labor.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Parlier City Hall, 1100 E. Parlier Avenue, Parlier, California, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The Federal minimum wage rates in effect at the deadline for when proposals needed to be submitted for the work described in this AGREEMENT, as predetermined by the United States Secretary of Labor, may be examined at the offices described above. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, CONSULTANT and subcontractors shall pay not less than the higher wage rate. CITY will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by CONSULTANT and subcontractors, CONSULTANT and subcontractors shall pay not less than the Federal minimum wage rate that most closely approximates the duties of the employees in question.

ARTICLE XII. CONFLICT OF INTEREST

During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIII. LOBBYING RESTRICTIONS

The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XIV. NON-DISCRIMINATION

The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

ARTICLE XV. DEBARMENT AND SUSPENSION CERTIFICATION

The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

ARTICLE XVI. INSURANCE

Prior to undertaking performance of work under this AGREEMENT, CONSULTANT shall provide satisfactory evidence of, and shall thereafter maintain and require subcontractors or subconsultants, if any, to maintain during the term of this AGREEMENT, such insurance policies and coverages of the types, limits, forms and ratings as described below:

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Offices form No. G1 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("Occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, Code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance

B. **Minimum Limits of Insurance**

CONSULTANT shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Professional Liability (Errors and Omissions) insurance: \$1,000,000 combined single limit per claim with \$2,000,000 in the aggregate.

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

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

D. Other Insurance Provisions

1. General Liability and Automobile Liability Coverage

- a. The CITY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- b. The CONSULTANT's insurance coverage shall be primary insurance that respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- d. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from work performed by the CONSULTANT for the CITY.

3. All Coverage

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

E. Acceptability of Insurers

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

F. Verification of Coverage

1. CONSULTANT shall furnish the CITY with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subconsultants

1. CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.

H. Workers' Compensation

1. By executing this AGREEMENT, CONSULTANT certifies that CONSULTANT is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. CONSULTANT shall carry the insurance or provide for self-insurance required by California law to protect CONSULTANT from claims under the Workers' Compensation Act. Prior to CITY'S execution of this AGREEMENT, CONSULTANT shall file with CITY either 1) a certificate of insurance showing that such insurance is in effect, or that CONSULTANT is self-insured for such coverage, or 2) a certified statement that CONSULTANT has no employees, and acknowledging that if CONSULTANT does employ any person, the necessary certificate of insurance will immediately be filed with CITY. Any certificate filed with CITY shall provide that CITY will be given ten (10) days prior written notice before modification or cancellation thereof.

I. Termination

1. The CITY may terminate this AGREEMENT, without cause, by giving seven (7) days prior written notice to the CONSULTANT, and in such event, the CITY will pay the CONSULTANT for that portion of the CONSULTANT price, less the aggregate of previous payments, and able to allocate to the work completed as of the date of termination. The CITY will also reimburse the CONSULTANT for all costs necessarily incurred prior to the stoppage of the work and paid directly by the

CONSULTANT, not including overhead, general expenses or profit. The CITY will not be responsible to reimburse the CONSULTANT for any continuing contractual commitments to said Contractors or material-suppliers or penalties or damages for canceling such contractual commitments inasmuch as the CONSULTANT shall make all subconsultants and other commitments subject to this provision.

J. Attorney's Fees

1. In the event any legal action is commenced to enforce or interpret the terms or conditions of this AGREEMENT, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney's fees.

The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to CITY.
2. That CITY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That CITY will not be responsible for any premiums or assessments on the policy.

CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of CITY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, CITY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XVII. CHANGE IN TERMS

This AGREEMENT may be amended or modified only by mutual written and signed agreement by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Contract Administrator. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Fee Proposal, which is a part of this AGREEMENT without prior written approval by CITY's Contract Administrator.

ARTICLE XVIII. CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XIX. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY and State and federal participating agencies to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XX. OWNERSHIP OF DATA

It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of CITY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, CITY shall be entitled to, and CONSULTANT shall deliver to CITY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to CITY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by CITY.

Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire.

CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of CITY without restriction or limitation upon its use or dissemination by CITY.

ARTICLE XXI. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXII. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY's written permission.

Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this Article.

All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT to any entity, other than CITY. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this AGREEMENT are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of CITY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, CITY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, CITY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIV. JURISDICTION - VENUE

This AGREEMENT has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this AGREEMENT shall be determined and governed by the laws of the State of California. Both parties further agree that Fresno County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.

ARTICLE XXV. PROFESSIONAL LICENSES

CONSULTANT shall, throughout the term of this AGREEMENT, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Parlier and all other governmental agencies. CONSULTANT shall notify the CITY immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this AGREEMENT.

ARTICLE XXVI. NOTIFICATION

Any notice, tender, demand, delivery, or other communication pursuant to this AGREEMENT shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, to the following persons:

CITY:

City of Parlier
Dorothy Garza, City Clerk
1100 E. Parlier Avenue
Parlier, CA 3648

CONSULTANT:

(CONSULTANT)

(NAME) Project Manager

(TITLE)

(ADDRESS)

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. For purposes of calculating this time frame, weekends, federal, state, County or City holidays shall be excluded.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

ATTEST:

CITY OF PARLIER, CALIFORNIA

Dorothy Garza
City Clerk, CITY OF PARLIER

Sonia Hall
City Manager, CITY OF PARLIER

“CONSULTANT”

BY_____

(Title)

ATTACHMENT 3

CERTIFICATIONS

ATTACHMENT 3.1: NON-COLLUSION AFFIDAVIT
ATTACHMENT 3.2: NON-DISCRIMINATION CERTIFICATION
ATTACHMENT 3.3: NON-LOBBYING CERTIFICATION

ATTACHMENT 3.1: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF PARLIER
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CONSULTANT _____

Signature _____

Title _____

Date _____

ATTACHMENT 3.2: NON-DISCRIMINATION CERTIFICATION

NON-DISCRIMINATION CERTIFICATION

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

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.
4. The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The CONSULTANT will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by

the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. CONSULTANT shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every CONSULTANT for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

CONSULTANT _____

Signature _____

Title _____

Date _____

ATTACHMENT 3.3: NON-LOBBYING CERTIFICATION

NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CONSULTANT _____

Signature _____

Title _____

Date _____