City of Madera
Engineering Division

Request for Proposals No. E202627-19

for

Professional Engineering Design Services for the Avenue 13 Sewer Rehabilitation Phase 4, City Project SS-14

Date Released: November 13, 2026

Proposals are due 4:00pm December 18, 2026

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I. Introduction

The City of Madera (City) is seeking proposals from qualified professional engineering firms to provide civil engineering design services for the City of Madera-Avenue 13 Sewer Rehabilitation Phase 4 Project (Project). The selected consultant (Consultant) will be responsible for full engineering assessments, utility coordination, and preparation of complete Plans, Specifications and Estimates (PS&E) and bidding support.

This request for proposals (RFP) is expected to result in an agreement that shall remain in effect from the date of execution until all services and deliverables described herein have been completed to the satisfaction of the city, unless earlier terminated in accordance with the terms of the agreement.

II. Background

The Project is comprised of the rehabilitation of approximately 13,750 linear feet of 15”-27” diameter sewer trunk main along Avenue 13 (Pecan Avenue) from Granada Avenue to just east of State Route 99 (Figure 1). The existing infrastructure is exceeding its useful life and requires rehabilitation to ensure continual reliable service. A condition assessment of the trunk main was completed in 2020. The City has completed rehabilitation of other portions of the subject sewer main from Granada Drive to the City wastewater treatment facility as part of Phases 1 and 2 (Figure 2). Rehabilitation is underway for Phase 3 of the overall project addressing another portion of the sewer trunk from the intersection of Granada Drive and Avenue 13 headed northeast and is expected to be completed early next year (Figure 2).

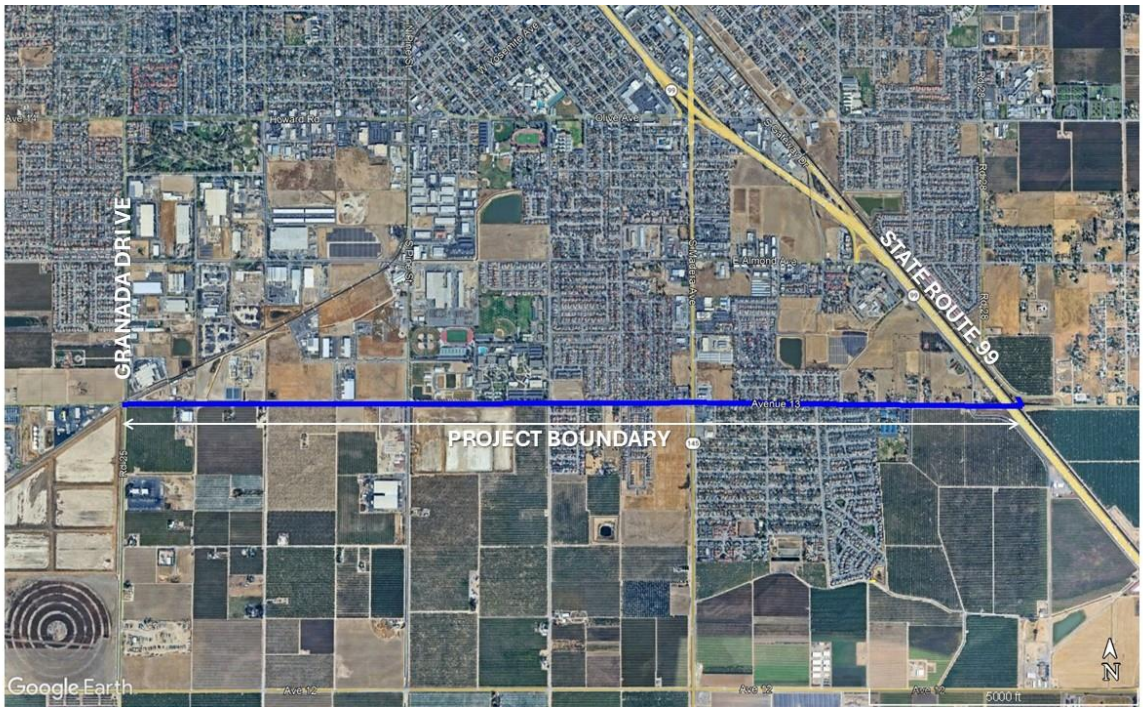


Figure 1– Project Location

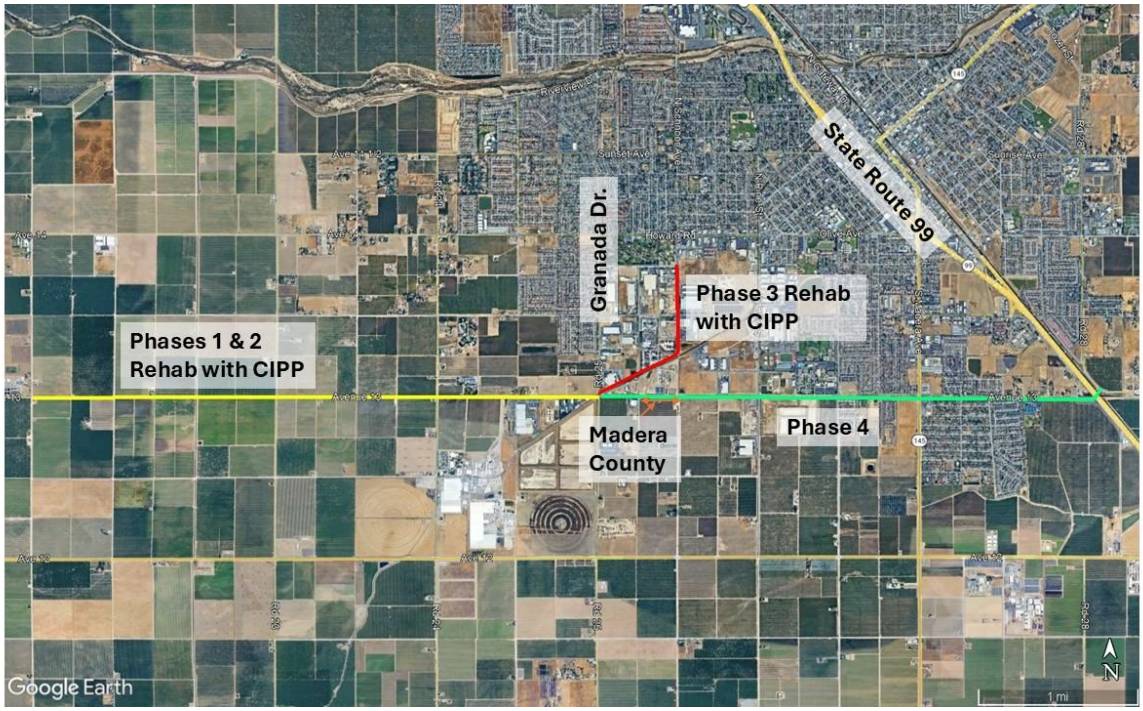


Figure 2– Previous Phase Overview

There is a parallel sewer main installed intermittently along the Phase 4 segment of Avenue 13 which the Consultant will need to consider when preparing deliverables for the scoped tasks. At present, there is a design by private developer that may be installed sometime during the scope of this project. Other considerations include the following:

- The Phase 4 segment of the sewer main crosses State Routes 145 and 99 and portions of the alignment are beyond City limits, crossing into Madera County as shown in Figure 2.
- Madera Irrigation District (MID) pipelines conveying irrigation/runoff flows run parallel to and intersect portions of the Phase 4 segment (Figure 3).

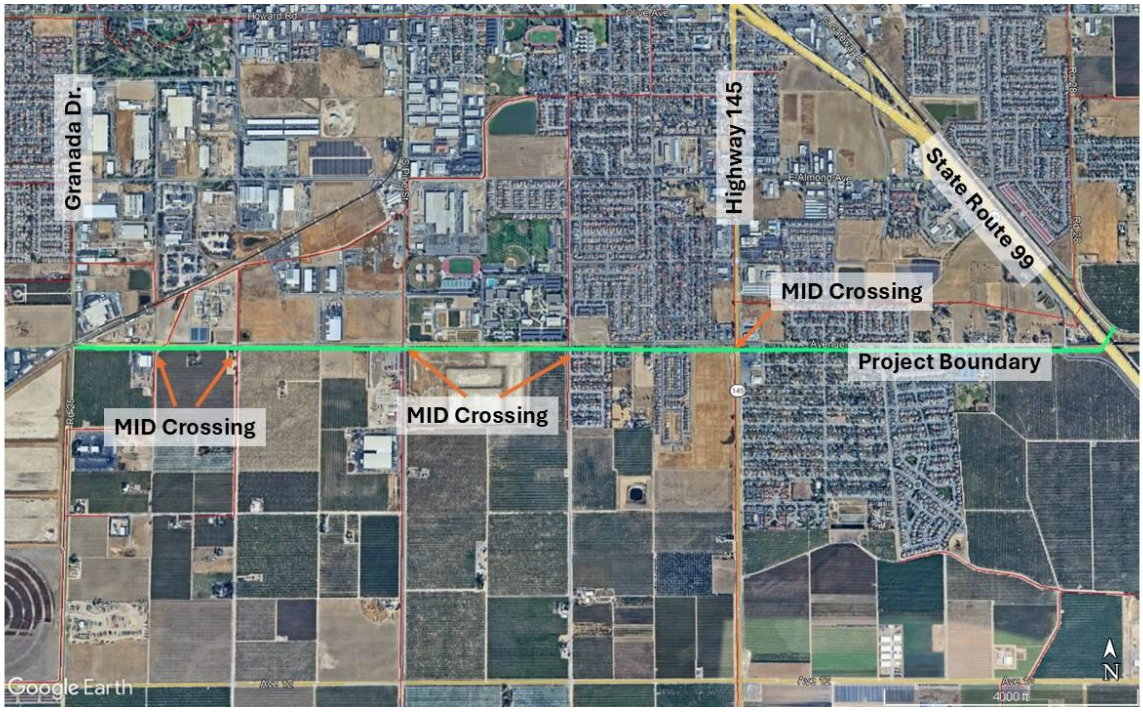


Figure 3 – MID Crossings

In anticipation of increased inflow and infiltration to this sewer main during the 2026-2027 wet season, the City will conduct a CCTV inspection for a portion of the project alignment from Granada Drive east to Stadium Road, approximately 1.5 miles, simultaneously with the release of this RFP. The videos and analysis, when available, will be provided to the Consultant.

Project construction will be funded with a combination of funds that include local Sewer Enterprise Capital Outlay and an allocation of $2 million from the Department of Housing and Urban Development (HUD) acquired with the assistance of Congressman Adam Gray. HUD funds require the Consultant to consider all pertinent standards and guidelines associated with the funding sources when preparing the construction documents.

III. Scope of Services

Consultants shall provide a detailed scope of work which covers the items outlined below along with any additional items that the Consultant deems necessary in order to deliver the Project in accordance with City requirements. Respondents shall identify and outline all deliverables that the City will be receiving as each task is completed.

Each proposer's scope of services and fee shall be based on the following project task summaries. The top-ranked firm will have the opportunity to review all available project-related documents and verify their scope of services and fees prior to negotiations with the City. The City shall compensate the selected Consultant for performance of the Scope of Services on a Time and Materials (T&M) basis with a Not-To-Exceed (NTE) total for the complete Scope. The total aggregate compensation to be paid to the selected Consultant for all services, labor, materials, and equipment, and expenses shall not exceed the NTE total defined in the executed agreement.

The City may decide to perform certain tasks with its own staff; however, consultants are to propose in anticipation of providing all of the services requested herein. Consultants are encouraged to propose items of work for performance by the City and describe how such work will be managed and integrated into the overall performance and delivery of the Project. Services by the City will include a timely review of submittals, record drawings, boiler plate front-end technical specifications, right-of-way drawings, and a City project manager.

A. Project Management and Coordination

The Consultant will be responsible for project management activities throughout the duration of the project.

1. Kick-off Meeting
   Upon receipt of a written Notice to Proceed from the City, the Consultant will conduct a kick-off meeting with the City to review the scope of the project, review the proposed project schedule, and confirm deliverables.

2. Field Review
   Consultant shall participate in a site visit field review meeting, as necessary, with the City, Madera County, Caltrans, MID and any other project stakeholders.

3. Scope Verification
   Field review meetings will result in an agreement on the general design features and determination of the environmental studies and regulatory permitting required for the Project. Subsequently, the City will review the scope of the Project with the consultant and address the resultant changes by amending the consultant's contract.

4. Multi-Agency Coordination
   The Consultant will coordinate and facilitate meetings with the relevant agencies to ensure timely delivery of approvals or permits. The Consultant will prepare and disseminate meeting agendas and meeting minutes (including action items and assignees).

5. Project Milestone/Monthly Updates/Invoicing
   The Consultant will prepare a project execution schedule with major milestones to the City for approval. Tasks and subtasks will be identified including order of execution, duration, and key relationships to other tasks. The Consultant will prepare and present regular Project progress reports to the City on a monthly basis summarizing work completed in previous month, anticipated work for the next month, key decisions required to keep the Project on schedule, and any potential impacts to cost and schedule. As part of the monthly update, the schedule will be revised to reflect actual progress and constraint changes. As part of the 60% design phase, the Consultant will expand the project schedule to include bidding, construction, and construction closeout. The Consultant will submit a monthly invoice along with the monthly progress report. The monthly invoice should include the original budget, reallocated budget, amount spent-to-date, amount spent this period, and percentage spent to date on each task. Invoices shall be submitted monthly with itemized time sheets and material receipts attached. Invoiced hours and expenses are subject to City review and approval prior to payment.

B. Preliminary Engineering

1. CCTV Inspection
   CCTV inspections will be performed by the City on the westernmost 1.5 miles of the alignment of the project alignment from Granada Drive to Stadium Road in anticipation of increased inflow and infiltration with the 2026-2027 wet season simultaneously with the release of this RFP. The Consultant will perform CCTV inspections on the remaining portion of the project alignment, approximately 1.7 miles, from upstream access points, with reverse inspections conducted as necessary where obstructions, bends or debris prevent full passage of the camera. All accessible pipeline segments within the project limits will be inspected and video documentation will be collected for each segment. The Consultant will determine if parallel sewer pipes also require CCTV inspections and perform those as needed. The Consultant will perform basic visual Level 1 sanitary sewer manhole inspections along the project alignment, approximately 73 in total. Inspection data will be collected, reviewed, and compiled into a comprehensive database including video, photographic documentation, condition coding, and

manhole inspection data. Any significant defects or urgent issues identified during field operations will be promptly communicated to the City.

2. Survey and Base Map
   The Consultant will be responsible for any necessary boundary and topographic surveys for preliminary engineering, design, and cost estimates. Necessary boundary and PLSS monuments, property lines, and public right-of-way will be identified and mapped. The Consultant will need to independently verify pipe sizes as well.

3. Data Review/Utility Research and Develop Existing Utility Basemap
   The Consultant will research, gather, and review existing data from outside agencies and local utilities. The Consultant will coordinate with utility companies to identify utility conflicts, conduct field verification, and identify locations for potholing, as needed. Existing utilities and their locations will be incorporated into the design drawings. Relocation of identified utility conflicts will be coordinated with the City.

4. Preliminary Engineering Report
   The Consultant will prepare a Preliminary Engineering Report (PER) that includes an analysis of the CCTV scoring, easement and utility research findings, right-of-way and property line information, an evaluation of rehabilitation methods (Cure In Place Pipe vs. Slip Lining Method vs. remove and replace) with recommendations, estimated costs associated for each rehabilitation method or replacement, and design criteria. The PER will also identify potential construction and/or environmental constraints and other impacts including traffic, utility interferences, agency encroachment, and identify easement and permitting requirements.

   Deliverables:
   - Preliminary Engineering Report Draft, PDF
   - Preliminary Engineering Report Final, PDF and 3 hard copies
   - Copies of technical reports or studies, and CCTV video inspection files
   - Copies of correspondence with utilities or agencies along with their responses

5. Preliminary Engineering Design – 30% Design
   The Consultant will prepare preliminary design plans to the 30% level of completion and an outline of the technical specifications required for the Project. The preliminary design plans will include:

   - Plan view sheets of the sewer mains

- Existing surface feature locations, manhole rim, and invert elevations
- Proposed locations and size of boring and receiving pits
- Identify areas requiring sectional/spot repairs
- Identify potential utility conflicts with existing improvements and utilities, with proposed solutions.

Deliverables:

- 30% Drawings, PDF
- Topographic Survey Files, electronic
- 30% Milestone Meeting, Agenda and Minutes

C. 60% Design Development

Upon approval of the PER and 30% design drawings, the Consultant will prepare the 60% design plans and specifications detailing the scope of work and materials proposed. The 60% design will include a preliminary bypass system configuration. The Consultant will coordinate with City staff to review comments and recommendations and incorporate revisions as needed. The Consultant will revise the engineer's estimate of probable cost based on the revisions in the development of 60% design.

Deliverables:

- 60% Drawings, PDF
- Technical specifications and special provisions, PDF
- 60% Engineer's estimate of probable cost, PDF
- Preliminary Bypass system configuration
- 60% Milestone Meeting, Agenda and Minutes

D. 90% Design Development

The Consultant will incorporate all City comments and recommendations from the 60% PS&E in preparation of the 90% PS&E. The City will have a final review of the 90% PS&E and provide comments for the Consultant.

Deliverables:

- 90% Drawings, PDF
- Technical specifications, PDF
- 90% Engineer's estimate of probable cost, PDF
- Revised bypass system configuration
- 90% Milestone Meeting, Agenda and Minutes

E. Final Construction Plans, Specifications and Estimates

The Consultant will incorporate all City comments from the 90% PS&E in preparation of the 100% PS&E. The Consultant will work with the City to prepare front-end contract documents for the Project.

Deliverables:

- Flash drive or shared folder for download with 100% final construction documents
  - Construction drawings (AutoCAD DWG and PDF), 24" x 36"
  - Technical specifications and front-end contract documents (MS Word and PDF)
  - Construction Cost Estimate (PDF and 2 paper copies)
  - Final bypass system configuration
  - A set of reproducible drawings on mylar and specifications signed and sealed by a licensed civil engineer.

F. Bidding Support

The Consultant will provide bidding support services including responding to questions from prospective bidders and preparing addenda to the Plans and Specifications, as necessary. The Consultant will attend the pre-bid meeting and bid opening, review the bids for general conformance with contract documents and assist the City in identifying the apparent low bidder.

Deliverables:

- Addenda issued during bidding phase

G. Consulting Engineering Services During Construction

The Consultant will provide the following services during construction:

1. Preconstruction Meeting
   The Consultant will attend the preconstruction meeting and provide an overview of the project components.

2. Construction Progress Meetings
   The Consultant will attend regular construction progress meetings.

3. Public and Utility Coordination
   The Consultant will establish notification procedures for shutdown of utilities due to construction. The Consultant will work with all local and government agencies to keep them informed of the progress of the Project.

4. Change Order/Claim Management
   The Consultant will investigate proposed change orders, contractor claims or changes requested by the City or submitted by the contractor. The Consultant will evaluate claims and changes for legitimacy and potential impacts on the project schedule and budget, the recommend approval or disapproval.

5. Shop Drawings and Submittals
   The Consultant will review shop drawings and submittals from the contractor in accordance with the construction contract documents. The Consultant will coordinate with the contractor to prioritize review of critical path items.

6. Request for Information (RFI)
   The Consultant will review and respond to Requests for Information (RFI) from the contractor.

7. Payment Request
   The Consultant will review the contractor's progress pay estimates in accordance with the contract documents. A monthly pay estimate and pay summary will be forwarded to the City along with recommendations regarding contractor payment. The monthly summary will include a current estimate of overall construction costs based on the contract, the earned value of work performed, approved change orders, and a summary of contract duration modifications. Prior to releasing payment requests, the Consultant will review the applicable lien waivers, payroll records, schedule status and redline documents.

8. Construction Observation/Testing and Inspection
   The Consultant will conduct field inspections to evaluate work in progress to confirm that ongoing construction work and installation conform to the contract documents. The Consultant will provide construction inspection reports documenting the quality of the work and compliance with final plans and specifications. The Consultant will coordinate the testing and inspection necessary for the Project to be performed by certified third-party inspectors. The Consultant will review test reports and make recommendations as necessary. An optional service for this subtask would include additional hands-on construction support services.

9. Final Walk Through and Punch List
   The Consultant will participate in a final walk-through with City staff and prepare a punch list of items to be addressed by the Contractor. The Consultant will monitor the completion of the punch-list by the contractor. The Consultant will prepare a final close-out report with recommendations as to final payment.

10. Record Drawings and As-Builts
    The Consultant will prepare record drawings based on contractor's redlined as-builts. Any design changes issued via addenda or change orders will also be incorporated into the record drawings.

IV. Proposal Requirements

These requirements are provided for standardizing the preparation and submission of Proposal/Proposals by all firms or individuals. The intent of these requirements is to assist in preparation of proposals, to simplify the review process, and to help ensure consistency in format and content.

A proposing individual or agency must follow the instructions for preparing the proposal in the prescribed format. Responses for each section listed below must follow the same order as the RFP**.** Do not include any extraneous or marketing information.

Proposals must include the following in the following order as indicated below:

A. **<u>Cover Letter:</u>** (One page) The letter should identify the individual or agency submitting the proposal, the address of the office where the relationship will be domiciled, the address of the closest local office, if any, and be signed by a person authorized to legally bind the proposer in business transactions. This letter should provide an overview of you or your company and include a contact name, phone number, and email address to be contacted regarding questions or contract negotiations.

The cover letter shall be addressed to:

Kristin Willet, Deputy City Engineer
City of Madera Engineering Division
428 E. Yosemite Ave
Madera, CA, 93638

B. **<u>Firm Qualifications:</u>** This should include all information relevant for an evaluation panel to accurately determine the qualifications of your firm, as they related to the project outlined in this RFP.

C. **<u>Key Personnel</u>**: This should include a list of all key personnel, their roles and duties if the project were to be awarded, and a brief background of their personal experience and background.

D. **Relevant Project Experience:** This section should outline similar or relevant projects your firm has been a part of in the past.

E. **Approach and Understanding of the Project:** This section should demonstrate your firm's understanding of the project, the scope of work, as well as the firm's proposed methodology to attain project goals and requirements.

F. **Preliminary Schedule of Submittals:** This section should provide a preliminary schedule showing critical path, review periods, and submittal preparation/delivery.

G. **References:** Using **Attachment A, RFP Reference Form**, provide a list of at least three current and previous contracts similar to the requirements of this RFP, including all public agencies served (if any).

H. **Attachments:** Complete and submit all attachments as outlined in Section IX.

I. **Acknowledgement of Addenda:** Each proposal must provide acknowledgement of all addenda issued to this RFP as of their proposal submission date. **If no addenda issued, the Contractor shall include a statement affirming such.**

J. **Exceptions:** **Attachment B, Sample Consultant Services Agreement**, is a draft of a City contract as would normally be used in this procurement. Proposers are not required to sign said contract at time of proposal submittal. A contract in final form will be forwarded to the successful proposer for signature prior to contract award. As part of the technical proposal, a proposer must review the terms and conditions and provide any exceptions. **Any exceptions taken to the draft contract must be included with the proposal submittal. If there are no exceptions, the proposer shall include a statement affirming such.**

Please note that the City reserves the right not to modify the sample services agreement and award on the basis of the proposer's willingness to agree to the terms of the sample services agreement.

K. **Business License Certification Form:** Complete and submit **Attachment C, Business License Certification Form**. By submitting this form, the Proposer certifies that it understands and agrees to comply with the City's business license requirements if selected for contract award.

L. **Insurance Requirements Certification Form:** Complete and submit **Attachment D, Insurance Requirements Certification Form.** By submitting this form, the Proposer

certifies that it understands and agrees to comply with the City's insurance requirements if selected for contract award. The Proposer must also submit a current certificate of insurance demonstrating that it currently maintains, or is able to obtain and maintain, the insurance coverage types and limits required by the City.

V. Proposal Evaluation

All proposals will be evaluated by the City Selection Committee (Committee). The Committee will primarily be composed of City staff. Other parties that may have expertise or experience in the services described herein may also be members of the Committee. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall only be through Kristin Willet, Deputy City Engineer. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFP.

This procurement will follow the Qualifications-Based Selection (QBS) process as required under the Brooks Act and 2 CFR § 200.320(b)(2)(iv) for A/E services. A detailed cost proposal is not being requested. Cost is not a factor in the evaluation of proposals submitted in response to this RFP. The most highly qualified firm submitting a responsive proposal will be selected and services and fees will be negotiated with the selected firm independent of this RFP. If a fee cannot be agreed upon, the City will exit negotiations with the most highly ranked firm and fees will be negotiated with the next most highly ranked firm. Once fee negotiations have been ceased, the City will not re-enter into negotiations with that firm in response to this RFP.

The selection process may include oral interviews. The vendor will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

Proposals will be numerically scored and ranked using the criteria and weighting described in Table 1, Scoring Criteria. The scores assigned will reflect the extent to which criteria are fulfilled relative to the stated minimum qualifying criteria. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is one hundred (100) points.

Table 1: Scoring Criteria		
No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications and Experience	30
3	Work Plan/Methodology	50
4	Schedule	20
5	References	Pass/Fail
	Subtotal:	100

VI. General Information

The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this RFP. The City's Engineering Division will provide all official communication regarding this RFP. Any City response relevant to this RFP other than through or approved by the City's Engineering Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on the City's electronic bid management system (PlanetBids) at https://pbsystem.planetbids.com/portal/54016/portal-home. Any interpretation of or correction to this solicitation will be made only by addendum issued by the City's Engineering Division. It is the responsibility of each Proposer to periodically check the City's electronic bid management system to ensure that is has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information disseminated outside of the methods detailed in this section.

This Request for Proposal shall be governed by the schedule in Table 2, RFP Schedule:

Table 2: *RFP Schedule **	
Item	Date
RFP Release	November 13, 2026
Deadline for Written Questions	December 4, 2026, 4:00 pm
Response to Questions Posted on Website	December 11, 2026
Proposals Due Date and Time	December 18, 2026, 4:00pm

Consideration of Award of Contract	February 3, 2027
[1]*This schedule is subject to change at the discretion of the City*	

A. Inquiries

Any questions related to this RFP shall be submitted in writing via the City's PlanetBids vendor portal under the "Q&A" tab, no later than 4:00 p.m. on Decemberr 4, 2026, at:

https://pbsystem.planetbids.com/portal/54016/portal-home

No verbal requests or requests made in any other format will be accepted. Questions must be submitted individually and not in a paragraph format nor combined in a single submission. All posted questions will be answered in writing and conveyed via written addenda to all Proposers via posting under the "Addenda/Emails" tab through the City's PlanetBids vendor portal at:

https://pbsystem.planetbids.com/portal/54016/portal-home

No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document.

B. Proposal Submittals

No proposal will be considered for award unless properly and successfully submitted through the City's PlanetBids vendor portal at:

https://pbsystem.planetbids.com/portal/54016/portal-home

Submittals are due no later than 4:00 p.m. on December 18, 2026.

All required sections shall be submitted via the website. Proposer is solely responsible for on time submission of their electronic submittal. The bid management system will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those submittals that were transmitted successfully. Do not fax or e-mail. In the event a proposer encounters technical difficulties during the uploading process, please contact Planet Bids technical support directly via email at support@planetbids.com or call (818) 992-1771 (M-F from 7:00 a.m. to 5:00 p.m. Pacific).

Submittals received after the time and date specified above will be considered nonresponsive and will not be accepted.

VII. General Instructions and Provisions

A. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with the City Engineering Division. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening.

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

C. Attention of Proposers is especially directed to the requirements which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful Proposer.

D. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.

The City is an equal opportunity employer. The City, as well as its recipients, subrecipients, and contractors, will not discriminate in employment practices based on race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave. The City is committed to ensuring that the work environment of City employees and the work environment of employees and volunteers of recipients, subrecipients, and contractors of the City are free from discrimination, harassment, and retaliation. All efforts to provide equal opportunity in employment practices will be made on the basis of merit, efficiency, and fitness consistent with civil service and merit system principles. Discrimination is prohibited in all aspects of the employment process.

The City, as well as recipients, subrecipients, and contractors, will not discriminate in the delivery of services or benefits based on the above identified bases.

E. The City reserves the right to reject or accept any or all proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

F. The City reserves the right to seek supplementary information from any Proposer at any time after official proposal opening and before the award.

G. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Engineering Division is the only method which should be relied on with respect to changes to the RFP. Documents, amendments, addenda, etc. will be posted to the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home. Proposer is responsible for checking the City's PlanetBids vendor portal prior to submitting a Proposal to determine if any amendments were made to the RFP.

H. 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 accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.

I. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

J. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City. Business license information may be obtained by calling (559) 661-5408.

K. All Federal or State of California License/Certification required to provide the requested services will be required. A Certificate of Insurance in accordance with the Insurance Requirements for Consultants document included in the RFP in Section VII will also be required prior to award of a contract.

L. An award will be made as soon as reasonably practical after the opening of Proposals.

M. The successful Consultant shall enter into a formal agreement with City which will be very similar in content to the **Attachment B, Sample Consultant Services Agreement.** Attachment B is provided for information purposes only to help clarify City intent relevant to this RFP as well as general contract requirements of the City. The prospective Consultant is advised that should this RFP result in recommendation for award of a contract of an amount equal to or greater than $75,000, the contract will not be in force

until it is approved by Madera City Council.

N. Cost is not a factor in the evaluation of proposals submitted in response to this RFP. The most highly qualified firm submitting a responsive proposal will be selected and services and fees will be negotiated with the selected firm independent of this RFP. If a fee cannot be agreed upon, the City will cease negotiations with the most highly ranked firm and fees will be negotiated with the next most highly ranked firm. Once fee negotiations have ceased, the City will not re-enter into negotiations with that firm in response to this RFP. If an award is made, it will go to the proposer(s) with the best overall proposal, who provides the best value to the City and its residents.

O. The prospective Consultant is advised that should this RFP result in recommendation for award of a contract of an amount greater than $75,000, the contract will not be in force until it is approved by the City Council.

P. 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.

Q. By submitting a proposal, the prospective Consultant certifies that its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly. The proposal will be used to determine the prospective Consultant capability of rendering the services to be provided.

R. Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act and may be determined to be public records subject to disclosure, even if the prospective hearing officer claims confidential treatment. The City will disclose public records as required under the California Public Records Act.

   Each prospective consultant should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information which a prospective consultant submits is a trade secret. If a request is made for information marked as “confidential” by the prospective consultant in their proposal, the City will provide the prospective consultant who submitted such information with reasonable notice to allow the consultant to seek protection from disclosure by a court of competent jurisdiction.

S. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors,

suppliers, and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those agreements where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

T. Any actual or prospective bidder, offeror, or contractor may protest an RFP to the City's Procurement Services Manager and/or Director of Financial Services by submitting a written appeal within five (5) working days of knowing or reasonably should have known the facts giving rise to the protest, sent via email to jstickman@madera.gov, or mail to Jennifer Stickman, 205 W. 4th Street, Madera, CA 93637, addressing specific issues such as bid contradictions or procurement errors. The Procurement Services Manager and/or Director of Financial Services have the authority to resolve such protests and will provide a written response within five (5) working days unless more time is needed; if the protester is dissatisfied, they may appeal to the City Manager within five (5) business days, and then to the City Council as a final appeal, where they may be heard. While protests generally halt solicitation proceedings, the City may proceed if the Procurement Services Manager and/or Director of Financial Services determine it's necessary to protect a substantial City interest, and to deter frivolous protests, those who file two (2) unsuccessful protests within twelve (12) months may face debarment from future bids.

U. Consultant must submit proof of insurance and endorsement that meet the Insurance Requirements for Consultants detailed below prior to contract award by City Council.

Insurance Requirements for Consultants: Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial

General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 and must name the City and its officers, officials, employees and agents shall be additional insureds under such policies; blanket additional insured forms or language will not be accepted.

- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to name the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

Maintenance of Coverage

Consultant shall 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 Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Primary/Non-Contributary

Service Provider's insurance shall allow and be endorsed as primary and not seek contribution from the City's coverage.

Umbrella or Excess Liability

The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Policies shall be follow-form to the underlying policies shall include City and its officers, officials, employees, agents, and volunteers as additional insured. Umbrella or excess policies that do not provide a follow-form acknowledgement from the insurer/broker shall be required to provide any endorsements required on the primary policy that the Umbrella or excess policy is supplementing to meet coverage minimums.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors. Broad coverage or blanket coverage forms will not be accepted; waiver of subrogation endorsement must name City of Madera.

Enforcement of Contract Provisions (non estoppel)
Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation
Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

VIII. Attachments

The following attachments are to be incorporated and included as part of the contract documents RFP E202627-19 Professional Engineering Design Services for the Avenue 13 Sewer Rehabilitation Phase 4 and shall be submitted with proposals as indicated below:

- Attachment A, RFP Reference Form (1 page)
- Attachment B, Sample Consultant Services Agreement (23 pages)
- Attachment C, Business License Certification Form (1 page)
- Attachment D, Insurance Requirements Certification Form (1 page)

CITY OF MADERA
RFP REFRENCE FORM

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF SERVICES INCLUDED: _____

_____

_____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF SERVICES INCLUDED: _____

_____

_____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF SERVICES INCLUDED: _____

_____

_____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF SERVICES INCLUDED: _____

_____

_____

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND

_____

This Consultant Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and _____ ("Consultant"). This Agreement shall be effective on the date signed by City which shall occur after execution by Consultant ("Effective Date").

RECITALS

A. City has sought, by a Request for Proposals, to select a consultant to provide civil engineering design services for the City of Madera-Avenue 13 Sewer Rehabilitation Phase 4 Project (Services).

B. Consultant submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Consultant to perform the requested Services on the basis of Consultant's demonstrated competence and professional qualifications.

D. City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by reference. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein.

2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue in full force and effect until completion of the agreed upon Scope of Services in Exhibit A, unless otherwise terminated by the City.

SAMPLE

(a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Manager and Consultant in writing.

3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference.

(b) Consultant shall invoice City monthly for services rendered in the prior month based on progress of the Scope of Services. Invoices shall be submitted by email to:

Name:
Title:
Email:

(c) City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement. Any billing disputes brought forth by the City must be submitted within fourteen (14) days of receipt of the billing statement. Such disputes will be submitted by electronic mail (email) to the billing contact provided by Consultant. Billing contact for Consultant:

Name:
Title:
Email:

(d) Payment to Consultant for work performed under this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SAMPLE

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Consultant; and (c) compliance with all laws and certifications as required under this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or

SAMPLE

authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

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

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

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

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Consultant's performance of services under this Agreement. Consultant covenants that no person having any such

SAMPLE

interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

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

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

(a) For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant. Written notice of termination may be provided by email.

(b) For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

(c) Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for services

SAMPLE

performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

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

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

18. Indemnity and Defense.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the CITY in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify CITY for its own negligence or for the negligence of others.

SAMPLE

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or CITY for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

19. Compliance with All Laws. Consultant shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

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

21. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, emailed, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: Arnoldo Rodriguez
City of Madera 205 W. Fourth
Madera, CA 93637
Email: ARodriguez@madera.gov

To Consultant:

Notice shall be deemed effective on the date personally delivered, or transmitted by email, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Either party may update their contact information, including but not limited to mailing

SAMPLE

address, email address, or phone number, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

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

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

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

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

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

27. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

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

SAMPLE

remaining provisions of this Agreement.

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

30. Execution in Counterparts and by Electronic Signature. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages, and electronic or facsimile signatures (including PDF) shall be deemed original signatures for all purposes. The transmission of an executed counterpart by electronic means constitutes due delivery. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

SAMPLE

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement on the date(s) set forth below.

CONSULTANT NAME

By:_____
(ADD NAME & POSITION)

Date: _____

CITY OF MADERA

By: _____
Cecelia K. Gallegos, Mayor

Date: _____

APPROVED AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

Exhibits

Exhibit A - Scope of Services
Exhibit B - Schedule of Compensation
Exhibit C - Insurance Requirements
Exhibit D - Conflict of Interest Disclosure Form

SAMPLE

EXHIBIT A

SCOPE OF SERVICES

SAMPLE

EXHIBIT B
SCHEDULE OF COMPENSATION

SAMPLE

EXHIBIT C
INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 and must name the City and its officers, officials, employees and agents as additional insureds under such policies; blanket additional insured forms or language will not be accepted.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to name the City and its officers, officials, employees and agents shall be additional insureds under such policies; blanket additional insured forms or language will not be accepted.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

Maintenance of Coverage

Consultant shall 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 Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

SAMPLE

Proof of Insurance
Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Primary/Non-Contributary
Service Provider's insurance shall allow and be endorsed as primary and not seek contribution from the City's coverage.

Umbrella or Excess Liability
The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Policies shall be follow-form to the underlying policies shall include City and its officers, officials, employees, agents, and volunteers as additional insured. Umbrella or excess policies that do not provide a follow-form acknowledgement from the insurer/broker shall be required to provide any endorsements required on the primary policy that the Umbrella or excess policy is supplementing to meet coverage minimums.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors. Broad coverage or blanket coverage forms will not be accepted; waiver of subrogation endorsements must name City of Madera.

Enforcement of Contract Provisions (non estoppel)
Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended

SAMPLE

as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation
Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

SAMPLE

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____ Signature

_____ (Name)

_____ (Address)

_____ (City, State ZIP)

_____

_____

_____

□ Additional page(s) attached.

SAMPLE

BUSINESS LICENSE CERTIFICATION

Solicitation/RFP No: _____

Solicitation/RFP Title: _____

Business Name: _____

Business Address: _____

The undersigned certifies that the Vendor understands and agrees to comply with the City's business license requirements applicable to the services contemplated under this solicitation.

Please select **one**:

☐ **Vendor Currently Licensed**

The Vendor currently holds a valid City business license and will maintain the required license for the duration of the contract, as applicable. If this option is checked, please enter your business license number and expiration date here: _____

☐ **Vendor Will Obtain Business License if Awarded**

The Vendor does not currently hold a City business license but acknowledges that, if awarded a contract by the City, the Vendor is required to obtain and maintain the applicable City business license before commencing work and/or receiving payment, as required by the City.

The Vendor further acknowledges that **the City will not issue payment to the Vendor until the Vendor has obtained and provided evidence of a valid City business license**.

The Vendor certifies that all information provided on this form is true and correct and acknowledges that failure to obtain or maintain the required business license will result in the Vendor being ineligible to perform work or receive payment under the resulting contract.

Authorized Representative (print): _____

Title: _____

Signature: _____

Date: _____

INSURANCE REQUIREMENTS CERTIFICATION

Solicitation/RFP No: _____

Solicitation/RFP Title: _____

Business Name: _____

The undersigned acknowledges that the Vendor has reviewed and understands the City's insurance requirements included with this solicitation and agrees to comply with all applicable insurance requirements if awarded a contract.

The Vendor acknowledges and certifies that:

1. The Vendor has reviewed the **Insurance Requirements** as included with the above noted RFP and understands the types and amounts of insurance coverage required by the City.
2. The Vendor has submitted a current **Certificate of Insurance (COI)** demonstrating that the Vendor currently maintains, or is able to obtain, the required insurance coverage types and limits.
3. The Vendor understands that submission of a Certificate of Insurance **does not, by itself, satisfy the City's insurance requirements**. The Vendor must provide all required insurance endorsements and other documentation specified in the City's Insurance Requirements prior to contract award.
4. The Vendor acknowledges that, if selected for award, **the contract will not be executed by the City until the Vendor has provided all required insurance endorsements and documentation, and those materials have been reviewed and determined to satisfy the City's insurance requirements.**
5. The Vendor understands that failure to provide the required insurance documentation, including acceptable endorsements, will result in the City being unable to execute the contract and will affect the Vendor's eligibility for award.
6. The Vendor understands that endorsements are **not required** to be submitted with the proposal, however, must nevertheless be provided and approved by the City **prior to contract execution**.

By signing below, the undersigned certifies that they are authorized to represent the Vendor and that the Vendor has reviewed, understands, and agrees to comply with the City's insurance requirements applicable to the resulting contract.

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____