

CITY OF TULARE
STATE OF CALIFORNIA
REQUEST FOR QUALIFICATIONS/PROPOSALS
RFP #26-829

NOTICE IS HEREBY GIVEN that qualifications and separate, sealed proposals will be received at the City of Tulare City Clerk's Office, 411 E. Kern Avenue, Tulare, California until **2:00 p.m. on Thursday November 13th, 2025**, for the provision of the following:

"REQUEST FOR PROPOSAL – EN0097 CIP EXTENSION PROJECT / NEPA STUDY"

Any submittal received after the hour stated above for any reason whatsoever, will not be considered for any purpose but will be returned, unopened to the bidder. The submission shall include the entire Request for Proposal (RFP) documentation and any addendum issued by the City, if any.

The envelope enclosing the separate, sealed proposal shall be plainly marked in the upper left-hand corner as follows:

City of Tulare, c/o City Clerk

Company's Name

Company's Address

RFP #26-829 - EN0097 CIP Extension Project / NEPA Study

Deadline for Submittal: 2:00 p.m. Thursday, November 13th, 2025

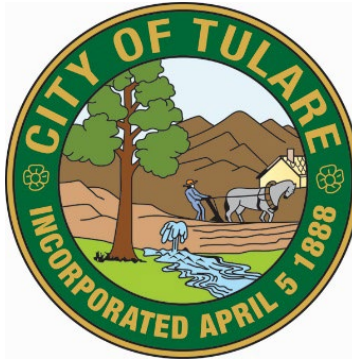
City Hall - City Clerk's Office, 411 E. Kern Avenue, Tulare, CA 93274

QUESTIONS: Questions regarding this project must be received by November 3rd, 2025, to be addressed. Please send all questions by email to Mario Anaya, Community Development Director, at manaya@tulare.ca.gov.

The RFP can also be downloaded from the City's website. Please monitor the website for all information regarding this RFP. The City will not be sending individual notifications of changes, updates, clarifications, and/or addenda. Printed copies of the RFP are available and may be picked up at the City of Tulare, 411 E. Kern Avenue, Tulare, CA 93274.

All persons responding to this invitation shall be aware that their proposal is deemed a public record and may be subject to disclosure upon request. The City of Tulare reserves the right to reject any or all, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the proposal received.

DATED: October 8th, 2025
PUBLISH: October 9th, 2025



REQUEST FOR PROPOSAL (RFP) FOR EN0097 CIP EXTENSION PROJECT / NEPA STUDY

RFP #26-829

**CITY OF TULARE
411 E. KERN AVENUE
TULARE, CA 93274
(559) 685-2300**

SUBMITTAL DEADLINE

THURSDAY, NOVEMBER 13, 2025, 2:00 P.M.

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1.0 SUBMISSION INSTRUCTIONS

One (1) original and three (3) copies of your firm's response to this RFP must be submitted by 2:00 p.m. on November 13, 2025, to:

City of Tulare
c/o City Clerk
411 East Kern Avenue
Tulare, CA 93274

Submittals received after the indicated time and date may not be considered. Your submittal must clearly indicate the project description listed above, and must include the name and telephone number of a contact person.

2.0 INTRODUCTION

The City of Tulare (City) is currently seeking to retain one (1) qualified professional firm to provide NEPA services in support of the City's staff for the EN0097 CIP Extension Project.

Proposals shall be submitted by firms (or joint ventures) that have a capable and demonstrable background in the type of work described in Section 3, "PRELIMINARY SCOPE OF SERVICES," of this notice. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, equipment, specialized consultants and financial resources to carry out the work without delay or shortcomings.

Consultants are urged to submit concise proposals, and to include only items that are relevant to this specific RFP. The Fee Proposal shall be submitted in a separate sealed envelope marked "Fee Proposal – EN0097 CIP Extension Project / NEPA Study".

The City of Tulare reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date for; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

The City of Tulare will not be liable for costs incurred by the consulting firms' incidentals to the preparation of proposals, or for developing and carrying out interview presentations, if required.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP and the Sealed Fee Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Tulare and the firm(s) selected.

3.0 PRELIMINARY SCOPE OF SERVICES

The selected firm(s) shall provide consulting services listed in the attached California Department of Transportation Letter, NEPA Study Request. (Attachment 2).

4.0 SUBMISSION INFORMATION

Application Submittal: A complete package will and must be submitted in order to be considered and must include four hard copies. Incomplete submittals will not be accepted.

Submittal packages must include the following:

- Cover letter – a cover letter highlighting the qualifications as they relate to this project.
- Relevant Projects – descriptions of relevant projects and responsibilities.
- Statement of qualifications and experience for each team member expected to perform on this contract.
- References – at least three current references including complete contact information for those who have personal knowledge of the applicant's skills.
- Project Team (Key Personnel) – Provide an organizational chart showing the names and responsibilities of project team members, and resumes of the identified personnel demonstrating that they possess the requisite qualifications to fulfill their identified responsibilities.
- Fee Proposal – itemization of services fee schedule. Submitted in separate sealed envelope.
- An identification of any modifications to the attached Professional Consulting Services Agreement (Attachment 1).
- Proposals shall remain effective for ninety (90) days beyond the submittal date.

5.0 CONSULTANT SELECTION PROCEDURE

Evaluation Criteria: Submittals will be evaluated and ranked by the Selection Committee, which will make the final selection, assessing the firm's qualifications, experience, and strength of the proposer in terms of financial resources and ability to perform the work based on the following factors.

- Quality of Submittal and Responsiveness to RFP
- Qualifications of Firm
- Qualifications of Staff
- References
- Oral Interview (if required)

The respondents whose submittals receive the highest rankings may be invited for an interview. The City may, at its discretion, request that an applicant modify or supplement their submission with additional information.

Evaluation Procedure: The Selection Committee will review the proposals submitted and establish a list of finalists based on the pre-established review criteria. An oral interview with one or more of the firms submitting proposals may be requested after written proposals have been received by the City if deemed necessary to clarify proposal or qualifications. The City will schedule the time and place for the interview if determined to be necessary. Each proposer

should be prepared to clarify and elaborate on the details set forth in their proposal. The Selection Committee will review the proposals submitted, establish a list of finalists based on pre-established review criteria, interview the finalist firms, and determine the successful Proposer. The individual or composite rating and evaluation forms prepared by the Selection Committee will not be revealed.

Award: The City intends to identify firm with which to enter into professional services contract. After the selection of successful firm, the City will negotiate the contract in substantial conformance to the sample professional services contract contained in Attachment 1 reflecting the terms and conditions of the proposal plus the City's standard liability and insurance requirements. The City reserves the right to clarify any issues or obtain additional information, as necessary.

6.0 ESTIMATED SCHEDULE FOR SELECTION:

October 13, 2025 RFP Issued

November 3, 2025 – Deadline for submittal of questions regarding this RFP

November 13, 2025, 2:00 pm – Deadline for submittal of proposals

November 14 – November 25, 2025 – Review and Selection of submitted proposals

December 2, 2025 – Award of contract(s)

7.0 CONTACT PERSON

All questions regarding this RFP should be directed to:

Mario Anaya
Community Development Director
CITY OF TULARE
411 E. KERN AVENUE
TULARE, CA 93274
(559) 685-2300
(559) 685-2339 (fax)
manaya@tulare.ca.gov

8.0 LATE SUBMITTALS NOT CONSIDERED

Submittals must be received by the time specified at the address listed above. Any submittals received after the deadline will not be considered.

9.0 DISCLAIMERS

The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

All costs incurred during proposal preparation or in any way associated with the applicant's preparations, submission, presentation or oral interview shall be the sole responsibility of the applicant.

The City retains sole authority and discretion to evaluate submissions in response to the RFP and may enter into negotiations with the applicant the City deems to be most qualified.

Receipt of proposals in response to this RFP does not obligate the City in any way to engage any respondent and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the selection process at any time prior to the actual execution of a contract with a consultant, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreements entered into.

If, at any point, a selected proposer declines to proceed, the City may, at its own discretion, enter into an agreement with other qualified proposers identified through this RFP.

ATTACHMENTS:

Attachment 1 – Sample Contract for Professional Consultant Services Agreement

Attachment 2 – EN0097 (DOT) Caltrans NEPA Study Request Letter

ATTACHMENT 1
SAMPLE CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES

This Agreement, entered into this _____ day of _____, 25__, by and between the City of Tulare, hereinafter referred to as the “CITY,” and _____ hereinafter referred to as the “CONSULTANT.”

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as “**Scope of Work**” in **Exhibit “A”**, and hereinafter referred to as the “**PROJECT**”; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows

I) SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. **Authorized Scope of Work**: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit “A”, for the rates identified in Exhibit “B”.
- B. **Additional Services**: Incidental work related to the PROJECT and not provided for in Exhibit “A” may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the fee rates identified in attached Exhibit “B”. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II) TIME OF PERFORMANCE

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract shall be for a twelve (12) month period and shall, at the City’s option and upon mutually agreeable terms, be renewed thereafter for an additional twelve (12) month period. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributive to the use of CITY funds.

III) COMPENSATION

- A. **Total Compensation**: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, the fee rates established in Exhibit “B”. These amounts shall constitute complete

compensation, including document production and out-of-pocket expenses for all services for the scope of work identified in Exhibit "A."

- B. **Payment of Compensation:** The CONSULTANT shall be compensated according to the billing invoices submitted by the CONSULTANT and approved by the CITY. The basis of fees invoiced shall be the fee rates contained in Exhibit "B." The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY.

IV) **AUTHORIZED REPRESENTATIVE**

- A. **CITY:** The **CITY ENGINEER** shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Tulare is specifically required.
- B. **CONSULTANT:** _____, shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V) **TERMINATION**

The right to terminate this Agreement, with or without cause, may be exercised without prejudices to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. **Termination by Either Party without Cause:** The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- B. **Termination of Agreement for Cause:** The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
 2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. **Post-Termination:**

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
2. Except with respect to defaults of sub consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or to the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI) INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 1. Participate in any decision relating to this Agreement which effects their personal interest or the interest of any corporation, partnership, or association in which they have, directly or indirectly, any interest or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that they shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII) NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII) SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

IX) INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X) SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI) DOCUMENTS/DATA

- A. **Ownership of Documents:** All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents

consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the City assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. **Publication:** No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. **Copyrights:** The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII) INDEMNIFICATION AND INSURANCE

- A. As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of their services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.
- B. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY's negligent acts, errors or omissions in the performance of this Agreement.
- C. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any

and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT'S subcontractors, if any) performance or failure or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

- D. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follow:

1. **Workers' Compensation Insurance** as required by California statutes.
2. **Commercial General Liability Insurance** with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractors Liability (if applicable).
3. **Professional Liability Insurance** coverage, in an amount not less than Two Million Dollars (\$2,000,000).
4. **Comprehensive Automobile Liability** coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

- E. CITY's Risk Manager is hereby authorized to reduce the requirements set forth above in the event they determine that such reduction is in the CITY's best interest.

- F. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Tulare, 411 East Kern Avenue, Tulare, CA 93274-4257."

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Tulare shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Tulare, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Tulare."

- G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall

provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsement is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

- H. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 2. Order CONSULTANT TO STOP WORK UNDER THIS Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XIII) NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or gender in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV) MISCELLANEOUS PROVISIONS

- A. **Asbestos and Hazardous Materials:** In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled

to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.

- B. **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. **Prohibition of Assignment**: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- D. **Dispute/Governing Law**: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- E. **Notices**: Notice shall be sufficient hereunder if personally served upon the City Clerk of the City or an officer or principal of the CONSULTANT, or if sent via United States Postal Service, postage prepaid, addressed as follows:

CITY OF TULARE	CONSULTANT: _____
411 East Kern Ave.	_____
Tulare, CA 93274-4257	_____
Attention: City Clerk	Attention: _____

- F. **Jurisdiction/Venue/Waiver of Removal**: The Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. **Integration/Modification**: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- H. **Conflict with Law**: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. **Attorney's Fees**: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- J. **Construction**: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section

1654 that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

- K. **Authority**: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represent.
- L. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- M. **Firearms Prohibited**: Guns may not be carried by contractors/vendors/consultants while working on City of Tulare premises without the expressed written approval of a City of Tulare Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

FOR INTERNAL USE ONLY

Finance ☐ City Manager ☐

Risk Manager ☐ Purchasing ☐

Dept. Head ☐ Attorney ☐

ACCOUNTING				
FUND	ACCOUNT	PROGRAM	DEPT	ESTIMATED AMOUNT
#		Professional Services	DSD/Engr	\$

BY ACCEPTING THIS CONTRACT, THE PROVIDER AGREES TO THE TERMS ON ATTACHED PAGES.

IN WINESS WHEREOF, this Agreement is executed on the day and year first above written.

CONSULTANT

By: _____
Authorized Signature

Title

Licensed in accordance with an act providing for the
registration of Contractors,

Number _____
Federal Employer Identification

**CITY OF TULARE, A Municipal Corporation
Charter Law City of the State of California**

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:

Exhibit "A": Scope of Services
Exhibit "B": Fee Proposal for Professional Services
Exhibit "C": Certificate of Liability Insurance

EXHIBIT "A"

Scope of Services

EXHIBIT "B"

Schedule of Fees for Professional Services

EXHIBIT "C"

Certificate of Liability Insurance

