



CITY OF SHASTA LAKE

REQUEST FOR PROPOSALS

Pump Station Improvements 2011

Response Due: March 18, 2010, 4:00 P.M.

City of Shasta Lake
P.O. Box 777
1650 Stanton Drive
Corporation Yard: 4332 Vallecito Street
Shasta Lake, CA 96019



Request for Proposals

Pump Station Improvements 2011

February 12, 2010

INTRODUCTION

The City of Shasta Lake (City) is soliciting proposals from qualified consultants to design and prepare construction contract documents for the Pump Station Improvements 2011 project. It is the intent of the City to hire a qualified Consultant who can provide project management, preliminary design, environmental compliance documentation, permitting, and final design services, culminating in the preparation of contract documents including plans, specifications, and construction cost estimates, complete and ready for invitations for bid. In order for the Consultant to be considered qualified, the firm or project team must demonstrate experience in the successful completion of projects involving wastewater collection systems and pump station evaluation and design.

Interested consultants are invited to submit qualifications in accordance with the requirements of this Request for Proposals (RFP) and **attend a field review meeting on Thursday, February 25, 2010**, beginning at 9 am at the City of Shasta Lake Corporation Yard, 4332 Vallecito Street, Shasta Lake. The City anticipates accomplishing the work associated with the project for approximately \$500,000, including design, environmental compliance and permitting, construction including contingencies, and assistance during construction. The successful Consultant must be aware of the financing limitations and be able to provide a clear plan for delivering a bid package that meets the project goals within the project budget constraints.

The Consultant services contract is expected to be awarded in April, 2010, contract documents completed by January 2011, and construction completed by December 2011. The actual time frame to complete this design work will be negotiated with the successful Consultant. The City intends to select a single consultant team for all aspects of the work necessary to complete the contract documents. Any Consultant responding to the RFP must be willing to commit the necessary resources to the project within a mutually agreed upon schedule.

BACKGROUND

The City of Shasta Lake operates a total of 7 pump stations that convey wastewater either to adjacent collection basins or to the City wastewater treatment facility. The following table outlines the existing pump station design criteria:

Name	Type	Number of Pumps or Compressors	Effective (Firm) Capacity (MGD)	2003 Estimated PWWF (MGD)
Pump Station 1	Ejector Pot	2	0.14	0.23
Pump Station 2	Ejector Pot	2	0.06	0.04
Pump Station 3	Dry Pit Pumps	3 – 60 HP	1.5	0.92
Pump Station 4	Dry Pit Pumps	2	0.43	N/A
Pump Station 4A	Submersible Pumps	2	1.15	0.90
Salt Creek Relief Pump Station	Submersible Pumps	2 – 160 HP	2.9	4.03
Industrial Park Pump Station	Submersible Pumps	2 – 10 HP	0.31	0.08

The current condition of the various pump stations ranges from excellent to poor. A more detailed description of the City's wastewater collection system, pump stations, and treatment plant can be found in the 2005 Wastewater System Master Plan (see 'Background Information' below).

Background Information:

The following information is available for review by Consultants planning to respond to this RFP:

- 2005 Wastewater System Master Plan, PACE Engineering

This document is available on the City's website.

SCOPE OF SERVICES

Project Description:

This project will generally consist of the following work items:

- Pump station 4 will be converted to a submersible or dry pit pump station.
- Pump station 4A will be decommissioned and abandoned, with wastewater flows diverted to pump station 4.
- Pump stations 1 and 2 shall be evaluated for conversion from ejector pot lift stations to either submersible or dry pit pump stations.
- Roof elements at pump stations 1, 2, and 3 will be replaced with pitched roofs.

Modifications to the design scope will be negotiated with the successful Consultant as needed.

Consultant Services:

The scope of services to be provided by the Consultant shall consist of the following five Tasks:

Task 1: Project Management

The Consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project.

Scope of Services:

Project management responsibilities shall include, but not be limited to:

- All meetings, agendas, and minutes.
- Coordinate and consult with all appropriate local and state regulatory agencies to ensure clearance for project construction.
- Schedules and schedule updates.
- Prepare and submit monthly progress report with monthly progress payment request. The monthly progress report shall include:
 - An overview of work accomplished during the previous month;
 - A description of current key activities and an updated schedule for each task and subtask;
 - A list of problem areas, if any, and proposed corrective actions;
 - A list of tasks for the following month;
 - A bar graph showing total contract budget, monthly invoiced amounts, cumulative amount invoiced, and project billings to the end of project, and;
 - A Schedule Summary indicating whether the project is on schedule and any schedule concerns or critical path items (a Recovery Plan/Schedule for any activities that fall more than 2 weeks behind schedule shall be prepared).

- Quality Assurance/Quality Control Program.
- Correspondence and file maintenance.

The Consultant's Project Manager shall play an active role in the management and coordination of the project, including coordinating monthly meetings with City staff to discuss project status, problems, budgeting, and other areas that have an adverse effect on the work.

Task 2: Preliminary Design

The Consultant shall provide preliminary engineering design services and shall prepare a Preliminary Design Report for the project that encompasses all work items.

Scope of Services:

Preliminary engineering design services shall include, but not be limited to:

- Conduct all field, topographic and control surveys, prepare all preliminary geotechnical studies and reports, review and evaluate all previously completed preliminary design and analysis work, and complete preliminary design calculations, preliminary plan preparation, preliminary engineers cost estimate, and all other appropriate preliminary engineering work.
- Collect all data necessary to evaluate existing pump station layouts, mechanical, electrical, pneumatic, and hydraulic equipment, controls, and structures to determine suitability for upgrade.
- Conduct a preliminary environmental review and identify areas of potential environmental impact and permit requirements for each work location.
- Conduct a preliminary right-of-way assessment and identify potential right-of-way issues for each work location.
- Prepare a Preliminary Design Report (PDR) that identifies each relevant design item, outlines the preferred design, potential environmental impacts and requirements, right-of-way issues, constructability analysis, and estimated construction costs. The level of detail provided in the PDR should be equivalent to a 30% design effort for each major element of the project.

Formal PDR submittals shall be prepared for review (draft) and distribution (final), with drawings reduced by 50% and printed on 11" x 17" reproducible paper, and specifications printed on 8 ½" x 11" reproducible paper. Prior to completion of the final submittal, the Consultant shall respond to and incorporate, if appropriate, any comments received from the City or other interested party.

Ten (10) document sets shall be submitted at both draft and final stages. In addition, the final PDR shall be submitted in Portable Document Format (.pdf) on PC-compatible CD or DVD.

Task 3: Environmental Compliance and Permitting

The Consultant shall be responsible for preparing, submitting, and obtaining all required permits and environmental review documentation required by all State and local regulatory and jurisdictional agencies needed to ensure this project is cleared for construction on the anticipated dates outlined in the schedule below and that it can be successfully completed.

Scope of Services:

Environmental compliance and permitting responsibilities shall include, but not be limited to:

- Prepare the appropriate California Environmental Quality Act (CEQA) environmental documents and any associated technical studies required to clear the project for construction.
- Coordinate and consult with all State and local regulatory and jurisdictional agencies necessary to obtain required permits and provide environmental clearance.
- Conduct any and all public meeting preparation, planning, advertising and administration, including comment solicitation and preparation of response to comments for City review.

All environmental documents shall be prepared in preliminary and final draft stages for City review,

and shall incorporate, if appropriate, any public, agency, and City comments made during the preliminary document review.

The Consultant shall identify and prepare any and all permit applications and approvals necessary from the regulatory agencies as necessary to begin construction, and shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction. The City will provide payment to the agencies for the cost of permits and will obtain any appropriate City of Shasta Lake permits.

For the purposes of providing a scope of services and consultant fee for this Task, the following environmental documents, studies, permits, agreements, and activities should be anticipated:

- Mitigated Negative Declaration environmental document;
- Biological and archaeological studies;
- Identification and delineation of wetlands and other Waters of the United States;
- Botanical and sensitive species surveys;
- Cultural resources survey and review;
- Floodplain evaluation, review, and mapping;
- Construction-related traffic and staging impact analyses;
- Endangered species consultation with US Fish and Wildlife Service and/or National Marine Fisheries Service;
- Department of Fish and Game Code Section 1600 Streambed Alteration Agreement;
- RWQCB Clean Water Act Section 401 Water Quality Certification, and;
- US Army Corps of Engineers CWA Nationwide Permit;

If the actual environmental document, study, permit, agreement, and activity requirements are different than those listed above, a modification to the design scope and associated fee for this Task will be negotiated with the successful Consultant.

Task 4: Plans, Specifications, and Estimates (PS&E) Services

The Consultant shall provide engineering design services and shall prepare all contract documents (construction plans, specifications, and cost estimates) for the project.

Scope of Services:

PS&E services shall include, but not be limited to:

- Prepare all field, topographic and control surveys.
- Complete all geotechnical investigations and reports.
- Complete all floodplain engineering, surveying, analysis and investigation.
- Coordinate with any and all utilities required to ensure horizontal and vertical conflicts are identified and resolved through design or relocations.
- Prepare all design calculations and complete all plan preparation, technical specification preparation, special provision preparation, and engineers cost estimates, and all other appropriate architectural and engineering services necessary to provide complete contract documents, ready for public bid (all design work shall comply with any and all appropriate federal, state and local design codes and guidelines, including ADA, fire protection, and building codes).

Construction plan deliverables for review shall be submitted at the design stages listed herein, with drawings reduced by 50%. Ten (10) sets shall be submitted at the review stages to allow the City and all other appropriate agencies to provide a thorough review of the project documents. 100% final construction plans shall be delivered in the following formats:

- 22" x 34" mylars, complete with final signatures, ready for reproduction;
- Portable Document Format (.PDF) file(s) of final plans complete with final signatures on PC-compatible CD or DVD; and

- AutoCAD drawing format files (.DWG, AutoCAD 2008 or later format) of final plans (signatures not required) on PC-compatible CD or DVD.

Specifications shall be prepared utilizing Construction Specifications Institute (CSI) Masterformat 2004. Deliverables for review shall be submitted at the final design stages listed herein, with specifications on 8 ½" x 11" reproducible paper. Ten (10) sets shall be submitted at the review stages to allow the City and all other appropriate agencies to provide a thorough review of the project documents. 100% final specifications shall be delivered in the following formats:

- 8 ½" x 11" hardcopy, complete with final signatures, ready for reproduction;
- Portable Document Format (.PDF) file(s) of final specifications complete with final signatures on PC-compatible CD or DVD; and
- Microsoft Word 2007 format (.DOCX) files of final specifications (signatures not required) on PC-compatible CD or DVD.

Estimates for review shall be submitted at the final design stages listed herein, with estimates on 8 ½" x 11" reproducible paper. Ten (10) sets shall be submitted at the review stages to allow the City and all other appropriate agencies to provide a thorough review of the project documents. The 100% final estimate shall be delivered in the following formats:

- 8 ½" x 11" hardcopy;
- Portable Document Format (.PDF) file of final estimate on PC-compatible CD or DVD; and
- Microsoft Excel 2007 format (.XLSX) file of final estimate on PC-compatible CD or DVD.

Formal deliverables (plans, specifications and estimates) shall occur at the 60%, 90%, and 100% completion points for City and agency review. Submittal formats shall follow the guidelines stated herein. The Consultant shall respond to, and incorporate, if appropriate, any and all comments received from the City or any other regulatory agency or utility.

Task 5: Assistance during Bidding & Construction

The Consultant shall provide assistance to the City during the bidding and construction phases of the project to ensure the Contractor understands all technical aspects of the design and any design changes.

Scope of Services:

This assistance shall include, but not be limited, to:

- Conduct pre-bid meeting with prospective bidders to answer contractor and supplier technical questions.
- Respond to contractor and supplier technical questions during bidding, maintain a log of bidder questions, and prepare any addenda required.
- Provide any drawings, modifications, and clarifications during the bidding period.
- Attend bid openings and prepare an analysis of bids received for the project.
- Attend one preconstruction conference to ensure contractor understanding of the project plans.
- Assist the City in the preparation of change orders and responses to requests for information related to design technical issues encountered.
- Prepare design clarifications to clarify the design intent.
- Attend all final construction inspections.
- Prepare record drawings following construction from mark ups by the contractor and resident engineer. Submittal requirements for record drawings shall be the same as for 100% construction plans.

QUALITY CONTROL

The Consultant shall have a Quality Control Plan in effect to assist quality assurance during the entire time work is in effect.

The Consultant has total responsibility for the accuracy and completeness of the plans, calculations, related documents, and all other work furnished and shall meet that responsibility through the implementation of a Quality Control Plan. Consultant's Quality Control Plan shall be in effect throughout the entire Contract and, at minimum, shall establish the process necessary to ensure the following and all design is done in accordance with good engineering practice and all work meets the standards set forth herein.

- The Quality Control Plan shall establish a process whereby all work is independently checked, corrected and back-checked, in accordance with accepted practice, by a person qualified and appropriately registered in the State of California. All original drawings and calculations shall be maintained for the duration of the design Contract and submitted to the City of Shasta Lake at the completion of the work.
- Coordination and checks shall be provided on those drawings that show different work in the same area (i.e. plans coordinated with specifications), to see that conflicts and misalignment do not occur between plan sheets, and between the plans and specifications.
- The Consultant shall verify the constructability of the plans in relation to City of Shasta Lake Construction Standards.
- Delivery of plans and computations must be accompanied by supporting documentation that demonstrates Consultant is following its Quality Control Plan. The documentation may include copies of appropriate lists of deliverables, tables, plan sheet punch lists, etc., which show columns for checking, revising, back-checking, and quality reviews. Design review submittals not accompanied by sufficient verification of quality control procedures will be returned to Consultant. Documentation of quality assurance procedures is considered to be a requisite element of each review submittal.
- The Consultant shall include Quality Control Statements at all submittal stages. The statements shall include checklists for those pertinent items that are required for the timely, uninterrupted processing of submittals with the City of Shasta Lake.
- Prior to beginning work, the Consultant shall submit to the City of Shasta Lake two copies of their Quality Control Plan. The City will review the plan established by Consultant to determine if quality assurance procedures are adequate and appropriate to the complexity of the project requirements. Review comments will be returned to the Consultant. If appropriate, the revised plan, which incorporates the comments of the City, shall be resubmitted. No work shall begin until the Consultant's Quality Control Plan has been approved by the City of Shasta Lake.
- Evidence that the Quality Control Plan is functioning will be periodically confirmed by the City. Deliverables that do not conform to the approved plan will be returned to Consultant without review by the City.

PROPOSAL FORMAT

The proposal shall include, as a minimum, the following information:

- Cover/Transmittal Letter – Letter is to be signed by a member of the organization having the authority to negotiate and execute contracts on behalf of the firm. Cover letter must acknowledge receipt of any and all addenda, if any were issued.
- Project Understanding - This section should outline the Consultant's basic understanding of the project. It should identify key issues to be addressed during the project and any insights or innovative ideas the Consultant can provide in addressing those issues.
- Scope of Work - Describe the work plan that you intend to use to complete the tasks listed in the Scope of Services. Note any changes/deviations or additions to the work descriptions that may

have been overlooked or that help clarify the work tasks. Deviations which demonstrate a clear benefit or advantage to the City may receive special consideration.

- Responsible Personnel - List the Principal-in-Charge, Project Manager, and key project staff who will be directly involved in this project. Include a concise statement of qualifications and experience of each person together with the **hours that each is committed to the project**. Include all anticipated sub-consultants, listing names, addresses, telephone numbers, key staff personnel, and the expected hours to be committed to the project. A project organizational chart of key personnel should be included with anticipated hours committed to the project for each individual.
- Project Management - Describe how the project will be planned and controlled. Include in this section a project schedule through the completion of the contract documents together with a tentative schedule for construction.
- Consultant Fee – In a separate, sealed envelope present one (1) set of documentation for the estimated fee for engineering services as described in the Scope of Work. For each task contained in this RFP, break down the fee into labor, subcontractor fees, and expenses. Fees shall include all markups, overhead, and profit. Consultant shall also include a current fee schedule that includes hourly rates for all classifications of workers, including subcontractors, expected to work on this project. The engineering contract shall provide for payment for each phase of work on a not-to-exceed amount. *The fee shall not be a scoring factor in the evaluation of the consulting firms. See 'Evaluation Criteria' for information on the submitting of the Consultant fee with the proposal*
- Related Experience - Include all projects in progress or completed over the last ten (10) years that are comparable to this project. Direct design experience in wastewater collection and conveyance system projects will be weighted the highest in evaluation. Include references with names, addresses and phone numbers.

PROPOSAL SUBMITTAL

Pages in the proposal shall be typed and double sided with the maximum number of pages of proposal information (excepting cover sheet, index sheet, blank pages, and table of contents) to be limited to thirty (30) printed pages. Only the specifically requested information shall be submitted. Promotional or other unsolicited material may not be submitted. If a Consultant recognizes a more efficient method of accomplishing a specific task or item, the Consultant's fee shall reflect the City's requested work and the cost increase/savings for the more efficient method shall be noted separately.

The Consultant shall submit ONE (1) original, unbound proposal and SIX (6) copies in a sealed box or envelope clearly marked with the Consultant's name and the description "Proposal for Engineering Services for Pump Station Improvements 2011". The proposals shall be received at the City Clerk's office by the time and at the location noted on the cover sheet of this RFP. **One (1) set of Consultant's fee for the services required in this proposal shall be submitted along with the copies of the proposal, in a separate sealed envelope with the same notation as the proposals.** Nowhere in the body of the proposal shall pricing be discussed. The sealed envelope shall not be opened until after the screening interviews have been completed (See 'Evaluation Criteria'). The City reserves the right to reject, at its sole discretion, proposals received after this time and date. The City has the right to waive minor irregularities in any proposal received.

EVALUATION CRITERIA

A Review/Selection Committee made up of City staff will evaluate the Consultants based on the proposals and, if necessary, an oral interview to determine which Consultant is best qualified to perform the work for this project. The Committee will then determine a ranking of the Consultants at which time the Consultant fee envelopes will be opened and tabulated. The Consultant fees will be evaluated to determine if the amount of the fee is considered a reasonable cost for the work outlined in the proposal.

If the top-ranked Consultant has submitted a reasonable fee, the Selection Committee will make a recommendation to the City Engineer that negotiations be opened with the top-ranked consultant to ensure that the consultant has a full understanding of the expectations of the City, that the scope reflects all tasks anticipated to be required to successfully complete the project, and that the fee reflects completion of the project to the satisfaction of the City. In the event that the City and the top ranked Consultant are unable to come to an agreement as to scope and fee, the City reserves the right to close negotiations with the top-ranked Consultant and open negotiations with the second-ranked Consultant. Once an agreement is reached involving the scope and fee, the City Engineer will make a recommendation to the City Council to award the project to the selected Consultant and to authorize Staff to enter into a Professional Services Agreement with that Consultant. If the City Council is in agreement with the recommendation, Staff will proceed with the completion of the agreement and prepare for contract execution.

The following items, as they relate to the Scope of Services Tasks described above, will be used by the committee to assist in the ranking of the Consultants' proposal and the oral interview:

- Understanding of the Project
- Experience with Similar Types of Work
- Experience and Qualifications of the Project Manager
- Experience and Qualifications of the Project Team
- Ability to Complete Projects On-Time and Within Budget

The Consultant shall prepare a fee estimate for the contract work as described in the Scope of Services. The cost estimate shall be broken down by task, man-hours per task, different personnel classifications per man-hour (i.e., Principal, Project Manager, Staff Engineer, Clerical, etc.), provide a total cost per task, and a total not-to-exceed amount for the entire project. Fees shall include all markups, overhead, and profit. The estimated fee shall be submitted in a sealed envelope along with copies of the proposal and shall not be opened until the proposal review and interview process has been completed. *Do not state cost for services anywhere in the proposal.*

The City intends to evaluate the proposals and create a short list of up to three (3) proposals. Upon request, proposal originals and the unopened cost for services envelope shall be returned to any Consultant who does not make the short list.

TENTATIVE SCHEDULE

Begin Circulation of RFP to Consultants	February 12, 2010
Field Review Meeting – City of Shasta Lake Corp Yard.....	9 am, February 25, 2010
Deadline to Receive Proposals Back.....	4 p.m., Thursday, March 18, 2010
Evaluate Proposals for Short-Listing	March 22 – April 2, 2010
Consultant interviews (if necessary); Select Consultant.....	April 5 – April 9, 2010
City Council Meeting for Consultant Selection.....	April 20, 2010
Start Consultant Contract.....	May 1, 2010
Advertise Project for Construction	February, 2011
Complete Construction	December, 2011

CITY CONTACT

Questions regarding this RFP should be directed to:

Jeff Tedder
 City Engineer, City of Shasta Lake
 1650 Stanton Drive
 Shasta Lake, CA 96019
 (530) 275-7423
 jeff.tedder@ci.shasta-lake.ca.us

Clarification offered by the City to one Consultant will be distributed to all known participants at the City's discretion.

STANDARD CONSULTANT AGREEMENT

The Consultant selected to provide the scope of services shall use the City of Shasta Lake's standard professional services agreement. A template copy of this agreement is attached to this RFP. By submitting a proposal for the work, the Consultant agrees to utilize the City standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

ATTACHMENTS

City of Shasta Lake *Professional Services Agreement* Template



PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SHASTA LAKE AND _____

THIS AGREEMENT is entered into on, between the **City of Shasta Lake** ("City") and _____ ("Consultant") for the purpose of architectural and engineering services. The effective date of this agreement shall be _____.

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A entitled Scope of Services. Consultant shall provide the services at the time, place and in the manner specified in Exhibit A.

No verbal agreement or conversation with any officer, agent or employee of City, either before, during or after the execution of this Agreement shall affect or modify any of the terms or conditions contained in this Agreement, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement.

2. COMPENSATION AND REIMBURSEMENT OF COSTS

Consultant shall not be compensated for services outside the Scope of Services outlined in Section 1 above unless, prior to the commencement of such services:

- A. Consultant notifies City and City agrees that such services outside the scope of Exhibit A are to be performed;
- B. Consultant estimates the additional compensation required for the additional services, and
- C. City, after notice, approves the additional services and amount of compensation therefore.

City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, Consultant Fee, in a total amount not to exceed _____. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement unless, pursuant to Section 1 above, City approves additional compensation for additional services.

Consultant shall submit monthly invoices to City for work completed and reasonable expenses incurred to the date of the invoice. All invoices shall be itemized to reflect the tasks completed and the amount billed for each task. City shall pay all out-of-pocket travel, lodging and incidental expenses incurred by Consultant that are reasonably associated with the provision of services under this Agreement. These expenses shall be compensated by City at their cost to Consultant. Consultant shall keep receipts for such expenses in compliance with IRS requirements. These receipts shall be available to City for inspection upon request.

All invoices sent by Consultant to City shall be paid within thirty (30) days of receipt. All billings that remain unpaid after thirty (30) days shall bear interest until paid at the rate of five percent (5%) per annum or the maximum rate allowed by law, whichever is less. If City fails to pay any invoice within thirty (30) days and such failure continues ten (10) days after Consultant gives City notice of such failure, Consultant shall have the right to terminate this Agreement immediately without liability to City. The right to terminate under the terms of this section shall be in addition to all other legal, equitable, or contractual remedies available to Consultant.

3. **TERM OF AGREEMENT**

This Agreement shall commence on _____, and shall terminate effective _____

4. **CITY'S DUTIES**

The City shall make its facilities accessible to Consultant as required for performance of its services and shall provide labor and safety equipment as required by Consultant for such access. City agrees to cooperate with Consultant and be reasonable available to confer with Consultant upon request, to keep Consultant informed of developments and to disclose to Consultant all facts and circumstances of which City is aware which may bear upon Consultant's handling of the matter. City agrees to provide Consultant with such documents and information as City may possess relating to the matter, and to abide by all terms of this Agreement.

5. **ADVERTISEMENTS, PERMITS, ACCESS**

Unless otherwise agreed to in the Scope of Services, the City shall obtain, arrange and pay for all advertisements for bids, permits and licenses required by local, state or federal authorities.

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of any nature whatsoever which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

6. **RELATIONSHIP OF PARTIES, NO THIRD-PARTY BENEFICIARIES**

Consultant is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement.

7. **SUBCONTRACTS**

Consultant may use the services of independent contractors to perform a portion of its obligations under this Agreement without prior approval written approval by City. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of

its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors the City shall determine to be necessary.

8. **NO DISCRIMINATION**

In the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

9. **INSURANCE REQUIREMENTS**

9.1 Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by Consultant, its agents, representatives, employees or sub-consultants. All policies shall be subject to approval by the City General Counsel to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

9.2 **Minimum Limits of Insurance:** Consultant shall maintain limits no less than:

- a) **Comprehensive General Liability** of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- b) **Comprehensive Automobile Liability** (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- c) **Professional Liability** of \$1,000,000 limit per claim and annual aggregate for claims arising out of professional services caused by the Consultant's negligent errors, omissions, or acts.
- d) **Workers' Compensation** limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

9.3 **Deductibles and Self-Insured Retentions:** Any deductibles or self insured retentions must be declared to and approved by the City.

9.4 **Other Insurance Provisions:** This policy is to contain, or be endorsed to contain, the following provisions:

a) **General Liability and Automobile Liability Coverage.**

1. The City of Shasta Lake (City) and the Shasta Lake Redevelopment City, their officials, employees, agents and designated volunteers are to be covered as insureds as relates to liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City or the City, their officials, employees, agents or designated volunteers.
2. The Consultant's insurance coverage shall be primary noncontributing insurance as relates to any other insurance or self-insurance available to the City of Shasta Lake, the Shasta Lake Redevelopment City, their officials, employees, agents or designated volunteers. Any insurance, or self insurance maintained by the City or the City, its officials, employees or designated volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or designated volunteers.
4. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
6. The insurer agrees to waive all rights of subrogation against the City, its officials, employees, agents and designated volunteers for losses arising from work performed by the Consultant for the City.
7. All endorsements to policies shall be executed by an authorized representative of the insurer.

b) **Workers Compensation Coverage.** The insurer will agree to waive all rights of subrogation against the City, its officials, employees, agents and designated volunteers for losses arising from work performed by the Consultant for the City.

c) **Unemployment & Disability Insurance Coverage.** Consultant agrees to provide all employees unemployment and disability insurance coverage as governed by State law.

d) **All Coverage.**

1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
2. Policies shall have concurrent starting and ending dates.

9.5 Verification of Coverage. Consultant shall furnish the City with certificate of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Agreement by the City. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage. Consultants shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverage for sub-consultants shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

10. INDEMNITY AND HOLD HARMLESS

Consultant shall indemnify and hold harmless the City, their elected officials, officers, employees, agents and volunteers, and each and every one of them, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person or person's bodily injury, including death, or property being damaged by Consultant or any person employed by Consultant or in any capacity during the progress of the work whether by negligence or otherwise **except where caused by the active negligence, sole negligence or willful misconduct of the City.** Consultant shall also indemnify City of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against those agencies with respect to Consultant's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments.

11. STANDARD OF PERFORMANCE

Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All products of any nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Agreement.

12. RELIANCE UPON DATA, DOCUMENTS AND RECORDS

Consultant shall be entitled to rely upon the accuracy and completeness of all data furnished by City to Consultant that is used by Consultant in the providing of services under this Agreement. Consultant may retain and use all data furnished to it, except such data which may be marked "confidential" and required to be returned, and may use all plans, designs, specifications and other work product created by Consultant in providing services hereunder. Any use of such work product which includes proprietary information shall not identify City, nor shall the manner of such use have the effect of identifying City.

13. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC MEDIA DELIVERABLES

All completed reports and other data or documents, or computer media including diskettes and other materials provided or prepared by Consultant in accordance with this Agreement are the property of City, and may be used by City. City shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except use by City on those portions of Project for which such items were prepared.

14. RESOLUTIONS OF DISPUTES, ATTORNEYS FEES

The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

15. CONFLICT OF INTEREST.

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City of Shasta Lake's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the Consultant to notify the City of any staff changes relating to this Agreement.

A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant, unless as indicated in Subsection B., will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B.

Initials

B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the staff and consultants listed in Exhibit A shall be subject to the Disclosure Category "1" of the City of Shasta Lake's Conflict of Interest Code.

16. TERMINATION OF AGREEMENT

If Consultant fails to perform his/her duties to the satisfaction of the City or if Consultant fails to fulfill in a timely and professional manner his/her obligations under this Agreement, or if Consultant violates any of the terms or provisions of this Agreement, then City shall have the right to terminate this Agreement effective immediately upon the City giving written notice thereof to Consultant. In the event City shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

Either party may terminate this Agreement on 30 days' written notice. City shall pay Consultant for all work satisfactorily completed as of the date of notice.

City may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased.

In the event City terminates this Agreement:

- A. City shall have full ownership and control of all writings which have been delivered by Consultant pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to City pursuant to this Agreement;
- B. City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City representative is necessary to determine the reasonable value of the services rendered by Consultant.

17. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

18. REPRESENTATIVES OF THE PARTIES

The City's representative for this Agreement is:

Jeff Tedder, City Engineer
City of Shasta Lake
1650 Stanton Drive
Shasta Lake, CA 96019
530.275.7423
FAX 530.275.7462

All Consultant questions pertaining to this Agreement shall be referred to the above named person, or the representative's designee.

The Consultant's representative for this Agreement is:

All City questions pertaining to this Agreement shall be referred to the above named person.

19. NOTICES

All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 17 above), and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing

overnight delivery to the receiving party, and addressed to the respective party as follows:

To City: Toni Coates, City Clerk
City of Shasta Lake
P.O. Box 777
1650 Stanton Drive
Shasta Lake, CA 96019

To Consultant::

20. ENTIRE AGREEMENT

This document, including all exhibits, contains the entire agreement between the parties and supersedes any oral or written understanding they may have had prior to the execution of this Agreement. Consultant shall be entitled to no other benefits others than those specified herein. No amendments or alterations shall be effective unless in writing and signed by both parties. Consultant specifically acknowledges that in entering into and executing this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

21. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

22. EMPLOYMENT STATUS

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which Consultant perform the services which are the subject matter of this Agreement, provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of City is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under City's worker's compensation insurance plan nor shall Consultant be eligible for any other City benefit.

23. HEADINGS, ASSIGNMENT AND WAIVER

The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any part of any provision or a breach of this Agreement must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

24. AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement below:

CITY OF SHASTA LAKE

By: _____
CAROL MARTIN
City Manager

CONSULTANT

By: _____