



**REQUEST FOR QUALIFICATIONS &
PROPOSAL**

**City of Shasta Lake
Summit City Wastewater Feasibility Study**

Response Due: 4 p.m., Friday, September 16, 2022

City of Shasta Lake
P.O. Box 777
4477 Main Street
Corporation Yard: 4332 Vallecito Street
Shasta Lake, CA 96019

Introduction

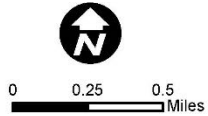
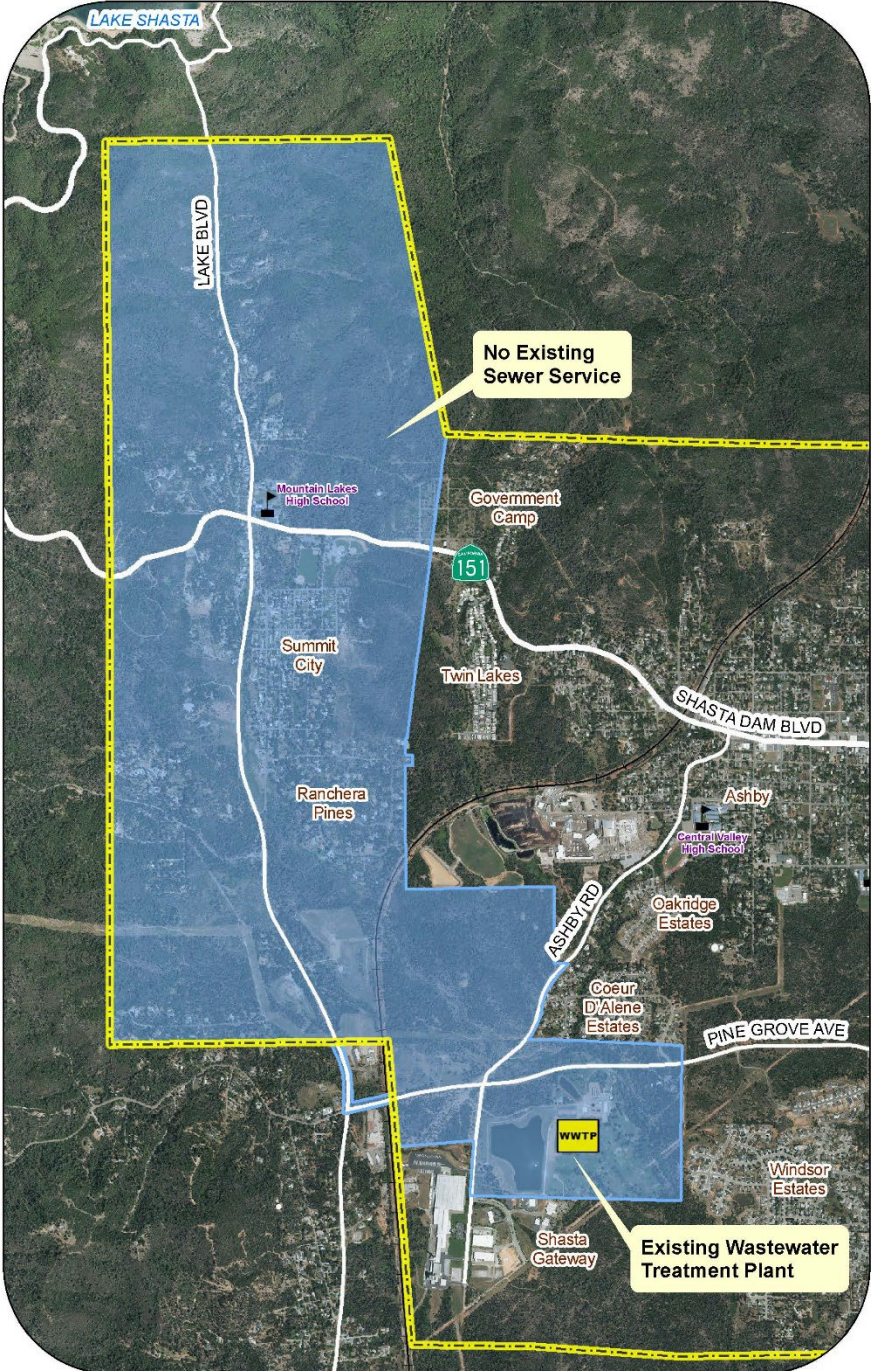
The City of Shasta Lake (City) is soliciting proposals from qualified consultant to provide engineering services related to completion of the Summit City Wastewater Feasibility Study. Interested consultants are invited to submit qualifications in accordance with the requirements of this Request for Qualifications & Proposal (RFQ&P). The City anticipates accomplishing the work associated with the project within the established budget of \$250,000. The source of funding is an allocation from Shasta County (County) from the Regional Early Action Planning Grants (REAP) program. The main objectives of the REAP program are to increase housing supply and work towards achieving state climate goals. The successful Consultant must be aware of the budget limitations and be able to provide a clear plan for completing the required work that meets the project's goals within the project budget constraints.

In order for the Consultant to be considered qualified, the firm or project team must demonstrate experience in the successful completion of feasibility studies related to septic to sewer system conversion. The Consultant services contract is expected to be awarded in November, 2022, and design work is anticipated to be completed no later than December, 2023. Consultants responding to the RFQ&P must be willing to commit the necessary resources to the project within a mutually agreed upon schedule.

Project Location

The City is located in northern California, just north of the City of Redding along Interstate 5. The project location is generally located in the western half of the City and the future wastewater collection system will tie into the existing Wastewater Treatment Plant (WWTP), located at 3700 Tibbetts Road, Shasta Lake, California. (See Figure A)

SUMMIT CITY SEPTIC TO SEWER FEASIBILITY STUDY PROJECT AREA



- Legend**
- City of Shasta Lake
 - Study Area
 - WWTP

Figure A

P:\GIS\Wastewater\SewerFeasibilityStudyProjectLocation_8x11P.mxd Map Produced: June 23, 2022

Background

The City's existing wastewater collection system provides service to approximately 3,800 accounts and consists of about 54 miles of pipe which terminate at the WWTP south of Pine Grove Avenue. The collection system also includes six (6) sanitary sewer lift stations.

A large portion of the western side of the City (the Summit City area) is not currently served by the existing wastewater collection system and instead relies on septic systems. Due to the age, lack of ongoing maintenance, and restrictive County and state regulations for repairing and replacing existing septic systems, the City has determined that a feasibility study for converting the project area from septic to sewer is warranted. The City has received Regional Early Action Planning (REAP) grant funding in order to complete this study.

Additional documents to review for project background include the City's [2016-2026 Wastewater Master Plan](#) and the [Engineering Report for the Infrastructure Needs Study for the Summit City and Riddle Road Areas \(1997\)](#).

As a result of this study, design alternatives shall be considered for future construction to complete the existing wastewater collection system and make wastewater services accessible to most parcels within the City limits.

Scope of Services

Task 1: Project Management

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

- Utilization of City's Virtual Project Manager (VPM) software for all project-related activities
- Coordination of all meetings and prepare all agendas and minutes
- Coordination and consultation as needed with all appropriate utilities and local, State, and Federal regulatory agencies
- Preparation of schedules and schedule updates
- Preparation and submittal of monthly progress reports with monthly progress payment requests. 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 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)
- Preparation and adherence to the approved Quality Assurance/Quality Control Program
- Maintenance of project files

Task 1 Deliverables:

- Minutes of all meetings
- Schedules and schedule updates

- Monthly progress reports with monthly progress payment requests

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

Task 2: Public Involvement and Outreach

The subject of converting the Summit City area from septic to sewer is a high-profile matter for the City and has many interested parties. It is imperative that there is clear and open communication with the public throughout the life of the project. Public involvement and outreach responsibilities shall include, but not be limited to:

- Facilitate online and/or mail surveys as an initial public outreach activity
- Attendance of 1 to 2 community meetings to present and/or provide support for an informational session regarding the feasibility study for the Summit City Area Septic to Sewer Project
- Attendance of 1 City Council meeting to present and/or provide support for an informational session regarding the feasibility study for the Summit City Area Septic to Sewer Project and to discuss outcomes of community meetings
- Attendance of 1 City Council meeting to present and/or provide support wherein the final Feasibility Study is presented to City Council for approval and acceptance.

Task 2 Deliverables:

- Facilitate public surveys online and/or by mail
- Attendance of no more than four (4) public involvement and outreach meetings
- Production of all materials required for meetings attended

Task 3: Evaluation of Existing Conditions and Needs

The Consultant shall evaluate existing conditions within the project area and perform the following tasks:

- Review County data of age of existing septic systems and failing systems
- Perform water quality testing for contaminants to justify need for project (to be performed during winter months)
 - Test for presence of wastewater nutrients such as nitrites, ammonia, TSS, and TDS
- Topographic mapping of project area using GIS/LIDAR data for alternatives analysis
- Identification and mapping of parcels which would or would not have a requirement to connect based on City and County regulations
- Evaluate study area for existing and future land use as identified in the General Plan (GP)

Task 3 Deliverables:

- Water quality testing results memo
- Exhibits showing parcels with and without requirement to connect per City and County regulations. Provide data in format acceptable for incorporation into City GIS mapping
 - Exhibit categorizing lots as follows $\leq .25$ acre, $\leq .5$ acre, ≤ 1 acre, > 1 acre
 - Exhibit identifying areas with most critical needs (failing/failed septic systems) using available data from County

- Technical Memo presenting the existing conditions and needs within the project area

Task 4: Alternatives Analysis and Reports

The Consultant shall, after evaluating existing conditions and needs, present project alternatives for the conversion of the project area from septic to sewer. Alternative analysis shall include but not be limited to:

- Provide estimate of cost for each homeowner to connect
- Lifecycle cost analysis of existing systems vs. proposed alternatives
- Identify impacts to existing wastewater utility rates from wastewater collection system expansion
- Include an alternative for feasibility of the Summit City area to have a community septic system and leach field
- Evaluation of various alternatives for providing sewer service to unserved areas
 - Identify service areas by basin for each alternative
- Analysis and recommendations for any improvements required at the existing WWTP and/or other existing wastewater lift stations
- Calculations of wastewater flows from existing developed parcels and future developments to size pipes appropriately for buildout
- Analyze capacity of existing WWTP and capacity requirements incorporating study area and buildout of future developments
- Present alternatives with the flexibility to remove areas/neighborhoods which are not required to connect based on City and County regulations
- Conduct a preliminary environmental constraints analysis and identify areas of potential environmental impact and the probable scope of future environmental services
- Conduct a preliminary permitting constraints analysis and identify potential permitting issues and areas of concern
- Identify potential lift station locations

Alternatives shall address the following major City concerns:

- City prefers gravity system
- City prefers locating facilities within existing City of Shasta Lake right-of-way
- Identify funding opportunities for construction and implementation

Task 4 Deliverables:

- Technical Memo Presenting preliminary alternatives
- Draft Summit City Septic to Sewer Feasibility Study
- Final Summit City Septic to Sewer Feasibility Study
- 10% Preliminary Engineering Plans and Preliminary Estimate for preferred alternative

Task 5: Funding Alternatives

The Consultant shall, after establishing project alternatives for the conversion of the project area from septic to sewer, identify funding sources available to the City to assist, in part or whole, in construction of the project:

Task 5 Deliverables:

- Provide a comprehensive list of potential funding sources to the City
- Present potential funding options to the Shasta Lake City Council

RESPONSE SUBMITTALS

Submittals made by the Consultant in response to this RFQ&P shall include the following:

Proposal:

- The Consultant shall prepare a proposal that outlines the qualifications of the Consultant team to complete the scope of work as presented herein, and a proposal of how the scope of work will be accomplished. At a minimum, the document shall include the following items:
- Cover/Transmittal Letter – The cover/transmittal letter shall be signed by a member of the organization having the authority to negotiate and execute contracts on behalf of the firm. The letter shall also acknowledge receipt of any and all addenda, if any were issued.
- Project Understanding – The Consultant shall outline their understanding of the project and how their team is qualified to complete the work.
- Scope of Work – The Consultant shall describe the work plan that is intended to be used to complete each task listed in the ‘Scope of Services’ section above. Any changes, deviations, or additions to the task descriptions that may have been overlooked or that help clarify the work tasks shall be noted. Deviations which demonstrate a clear benefit or advantage to the City may receive special consideration.
- Responsible Personnel – The Consultant shall list the Principal-in-Charge, the Project Manager, and key project staff, including subconsultants, who will be directly involved in this project, and shall include a concise statement of qualifications and experience of each person. A project organizational chart of key personnel and subconsultants shall also be included.

The Consultant shall state, either in the written description or in the organizational chart, the hours that each person is committed to the project.

- Project Management – The Consultant shall describe how the project will be planned and controlled. Information in this section shall include a project schedule through at least the completion of the Feasibility Study

- Related Experience – The Consultant shall include a list and short description of all projects in progress or completed over the last ten (10) years that are comparable to this project. Include references with names, addresses, and phone numbers.

The cost for the work SHALL NOT be stated anywhere in the proposal.

The submittal shall be formatted as follows:

Pages shall be typed and double sided with the maximum number of pages of information to be **limited to FORTY (40) printed pages** (i.e. 20 pieces of paper between the front and back covers).

Only the specifically requested information shall be submitted. Promotional or other unsolicited material shall not be submitted.

Consultant Fee:

The Consultant shall prepare an estimated fee for the work as described in the ‘Scope of Services’ section above. The cost estimate shall be broken down by task, person-hours, and personnel classification (i.e., Principal, Senior Engineer, Staff Engineer, Clerical, etc.), and shall provide a total cost per task, as well as a total not-to-exceed amount for the entire project. Fees shall include all markups, overhead, and profit. Where the Consultant has identified changes, deviations, or additions to the task descriptions, the Contractor’s fee shall reflect performance of the project as described in the ‘Scope of Services’ section above, and the costs associated with the changes, deviations, or additions shall be noted separately.

Submittal Requirements:

The Consultant shall submit the following items to the City:

- ONE (1) original, unbound document and SIX (6) bound copies of the proposal
- PDF copy of the proposal submitted on flash drive
- ONE (1) original copy of the consultant fee **clearly labeled in a separate sealed envelope**

These items shall be delivered to the City no later than the date and time listed on the cover sheet of this RFQ&P.

All documents shall be labeled “**City of Shasta Lake Summit City Wastewater Feasibility Study**”.

EVALUATION CRITERIA

The evaluation and selection process for this project shall be centered around obtaining the most qualified Consultant Team for the project. The process shall proceed as follows:

1. The City will form an evaluation and selection panel consisting of City staff members from the Development Services, Electric, Finance, Economic Development, and/or Public Works departments. This panel will evaluate and rank the Statement of Qualifications and Proposals (SOQ&P) received in order to short-list the Consultant Teams that will move on to the final selection interview. The City will short-list a maximum of three (3) Consultant Teams.

The following factors will be considered during evaluation and ranking of the received SOQ&Ps:

- Project Team’s understanding of the work to be done - 25 pts
- Project Team’s experience with similar types of work - 25 pts
- Experience and qualifications of the Project Team - 20 pts
- Project Team’s capability of developing innovative or advanced techniques - 5 pts
- Project Team’s financial responsibility (ability to stay on budget) - 10 pts
- Project Team’s demonstrated technical ability – 15 pts

2. The City’s evaluation and selection panel shall conduct selection interviews with the short-listed Consultant Teams. Each Consultant Team’s presentation shall be led by the Project Manager. A standardized interview questionnaire shall be provided to the Project Manager approximately a week prior to the interview, in order to assist with presentation preparation. Scoring for the interview questions shall be shown on the questionnaire.

Upon completion of the interview phase, the panel will evaluate and rank all interviewed Consultant Teams, and will arrive at a final ranking as to which Consultant Team provides the most qualified team to the City. At that point, the City Engineer will open contract negotiations with the top ranked Consultant Team.

The City Engineer may request additional information from the Project Team during the negotiating phase. In the event that the top ranked Consultant Team has proposed a fee breakdown that the City does not feel is adequate or acceptable, and an acceptable fee cannot be reached through the negotiation process while maintaining the integrity of the scope of work, the City reserves the right to bypass the top ranked Consultant Team and open contract negotiations with the second ranked Consultant Team.

TENTATIVE SCHEDULE

Begin Circulation of RFQ&P to Consultants	August 4, 2022
Deadline to Receive Submittals.....	4 p.m., Friday, September 16, 2022
Evaluate Submittals	September 16 – October 7, 2022
Consultant interviews (if necessary); Select Consultant	October 10 - 14, 2022
City Council Meeting for Consultant Selection	November, 2022
Start Consultant Contract	November, 2022
Draft Feasibility Study	May, 2023
Final Feasibility Study	October, 2023
City Council Acceptance and Study Completion	December, 2023

CITY CONTACT

Questions regarding this RFQ&P should be directed to:

William Bond, PE
City Engineer, City of Shasta Lake
4477 Main St
Shasta Lake, CA 96019
(530) 275-7436
wbond@cityofshastalake.org

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 RFQ&P (see Attachment A). 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.

CITY RESERVATIONS

The City reserves the right to reject, at its sole discretion, submittals received after the prescribed time and date. The City also reserves the right to waive any formality or minor nonmaterial irregularities in any document received. Clarification(s) offered by the City to one Consultant will be distributed to all known participants via addenda at the City's discretion.

ATTACHMENTS

A. City of Shasta Lake *Professional Services Agreement* Template



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SHASTA LAKE AND <Consulting Firm>**

THIS AGREEMENT is entered into between the **City of Shasta Lake** ("City") and [REDACTED] ("Consultant") for the purpose of [REDACTED] services. The effective date of this agreement shall be [REDACTED].

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 (Scope of Work). Consultant warrants that it possesses the experience, background, and expertise necessary to perform the services described in Exhibit A, and Consultant agrees that it 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 in a total amount not to exceed [REDACTED], as listed in Exhibit A. This payment shall be the only payment to be made to Consultant for services rendered pursuant to this Agreement unless, pursuant to Section I 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 [REDACTED], and shall terminate effective [REDACTED].

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 reasonably 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 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 To the fullest extent allowed by law, the Contractor/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 the Contractor/Consultant, its agents, representatives, or employees.

Errors & Omissions Liability Insurance requirements apply to Consultants performing Professional Services. Construction contractors may disregard this coverage unless specifically required by the Contract Documents.

9.2 Minimum Scope of Insurance:

Coverage shall be at least as broad as:

- a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance.
- d) Errors & Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

9.3 Minimum Limits of Insurance:

1.	General Liability: (Including operations, products and completed operations, as applicable.)	\$1,000,000	Combined single limit per occurrence, including operations, products and completed operations.
		\$2,000,000	Aggregate limit for bodily injury, personal, personal injury and property damage.
2.	Comprehensive Automobile Liability:	\$1,000,000	Owned, non-owned, hired vehicles
3.	Workers' Compensation:		As required by the Labor Code of the State of California
4.	Employers' Liability:	\$1,000,000	Per occurrence, bodily injury by disease
		\$1,000,000	Each employee, bodily injury by disease

5.	Errors & Omissions Liability:	\$1,000,000 \$2,000,000	Per occurrence Aggregate Limit
6.	Pollution Liability (required when work includes asbestos or lead paint)	\$1,000,000 \$2,000,000	Per occurrence Aggregate Limit

9.4 Deductibles and Self-Insured Retentions:

1. Any deductibles or self-insured retentions must be disclosed to and approved by the City, and shall not reduce the limits of liability. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor/Consultant shall provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
2. Policies containing any self-insured retention provisions shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

9.5 Other Insurance Provisions:

1. It shall be a requirement under this agreement that any available insurance proceeds in excess of the specified minimum Insurance coverage requirements and limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be a) the minimum coverage and limits specified in this Agreement or b) the full coverage and maximum limits of any Insurance proceeds available to the named insured, whichever is greater.
2. Where subcontractors/ subconsultants are used, the Contractor/Consultant agrees to include in their subcontract the same requirements and provisions of this agreement, including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's/ subconsultant's work. Subcontractors/ subconsultants hired by the Contractor/Consultant agree to be bound to the Contractor/Consultant and the City in the same manner and to the same extent as the Contractor/Consultant is bound to the City under the Contract Documents. Subcontractors/ Subconsultants further agree to include the same requirements and provisions of the contract agreement, including the indemnity and insurance requirements, with any sub-subcontractors/sub-subconsultants to the extent they apply to the scope of the sub-subcontractor's/sub-subconsultant's work. A copy of the City's Contract Documents, including the indemnity and insurance provisions, shall be furnished to the subcontractor/subconsultant upon request.

Subcontractors/Subconsultants responsibility for defense and indemnity obligations shall survive the termination or completion of the contract agreement for the full period of time allowed by law.

3. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-

contributory basis for the benefit of the City (if agreed to in a written contract or agreement) before the City's own insurance shall be called upon to protect it as a named insured.

4. The defense and indemnification obligations of this contract agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the contract agreement.
5. The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor/Consultant; or automobiles owned, leased, hired or borrowed by the Contractor/Consultant .
2. The additional insured coverage under the Contractor's/Consultant's policy shall be primary and non-contributory, and will not seek contribution from the City's insurance.
3. For any claims related to this project, the Contractor's/Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's/Consultant's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor/Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

9.6 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

9.7 Verification of Coverage

Contractor/Consultant shall furnish the City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City, unless the insurance company will not use the City's forms. All endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City's forms, the Contractor's/Consultant's insurer may provide complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

9.8 Waiver of Subrogation

Contractor/Consultant hereby agrees to waive subrogation which any insurer of Contractor/Consultant may acquire from Contractor/Consultant by virtue of the payment of any loss. Contractor/Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor/Consultant, its employees, agents and subcontractors/subconsultants.

9.9 Indemnity and Hold Harmless

Contractor/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 Contractor/Consultant or any person employed by Contractor/Consultant or in any capacity during the progress of the work by negligence except where caused by the active negligence, sole negligence or willful misconduct of the City.

Contractor/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 Contractor's/Consultant's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments.

10. 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.

11. 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.

12. 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.

13. 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. Consultant shall continue with the responsibilities under this Agreement during any dispute unless waived in writing by City.

14. CONFLICT OF INTEREST

- A. Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.
- B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

15. 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.

16. COMPLIANCE WITH LAWS

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

17. REPRESENTATIVES OF THE PARTIES

The City's representative for this Agreement is:


City of Shasta Lake
4477 Main Street
Shasta Lake, CA 96019
530.275.7400
<email address>

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:

[Redacted]
<consultant firm>
<street address>
<city, state, zip>
<phone>
<email address>

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

18. 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
4477 Main Street
Shasta Lake, CA 96019

To Consultant: [Redacted]
<consultant firm>
<street address>
<city, state, zip>

19. 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 other 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.

20. 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.

21. 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.

22. 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.

23. 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: _____ Date _____
John N. Duckett, Jr.
City Manager, City of Shasta Lake

CONSULTANT

By: _____ Date _____
<consultant name>
<consultant title, company>

Distribution: Consultant (1 original), City Clerk (1 original), Finance (1 original with Purchase Order), Project File (1 original)