Request for Proposals (RFP)
For City of Arcata
Wastewater Treatment Plant Improvements Project

October, 2014
REQUEST FOR PROPOSALS
WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

I. INTRODUCTION

The City of Arcata requests proposals presenting qualifications and approaches for Wastewater Treatment Plant (WWTP) Improvements Project. The purpose of the WWTP improvements project is to develop engineered designs, technical specifications and permits to support projects that will improve the treatment plant’s NPDES compliance. The project construction will be phased. Phase I requires construction initiation in late 2015.

II. PROJECT DESCRIPTION /BACKGROUND

The design project will include the following major components:

- Wastewater Flow Reconfiguration to Single Pass – Currently the City’s treatment system re-circulates a portion of the flow to meet an internal regulated permit limit. This limit has been changed to a performance standard allowing the city to cease the recirculation. Piping, pump and valve modifications required to switch to single pass flow through the system
- A new UV disinfection system to replace the plant’s existing gaseous chlorination and sulfur dioxide dechlorination systems.
- Design of a new diffused outfall into a recently constructed brackish marsh
- Headworks, pump station and treatment equipment improvements/rehabilitation to support the reconfiguration project including modifications to the existing bar screens, grit removal system, and oxidation ponds to improve removal performance
- A new sodium hypochlorite system to provide a chlorine residual for the plant’s various non-potable water uses.
- Replacement of the existing hydropress with a new screenings handling unit(s)
- Provide redundancy for grit conveyance, and grit classification
- Design of an emergency outfall disinfection system

BACKGROUND

In 2012 the City of Arcata began operating under a new NPDES permit that specifically addresses several long-term issues regarding disinfection, treatment units, and outfalls. The new permit enables changes to be made to improve wastewater treatment, protect beneficial uses, increase energy efficiency, reduce chemical usage thereby reducing the potential for permit violations. The permit requires compliance by December 2015. This project requires engineering, cost estimating, and energy analysis and design/build services. This project is classified as a retrofit/rehabilitation and not as an upgrade because it is not intended to increase treatment capacity.

The City of Arcata is forefront on issues such as sustainability and energy conservation/efficiency therefore an energy analysis is required for all design options presented to the City during development/analysis stages of this project.
Prioritization of Projects

Tier I:

- Engineered new outfall and associated UV disinfection
- Arcata Marsh & Wildlife Sanctuary piping to feed new UV system/outfall.
- Hauser Treatment Marsh effluent pumping
- Hauser Treatment Marsh effluent screening
- Allen, Gearheart, Hauser Treatment Marsh inlet/outlet flow accommodations

Tier II

- Pond 1 to Pond 2 piping/flow control
- Automatic weirs to control the level in Ponds 1 & 2
- Valves and piping to enable normal flows to circumvent the existing chlorine contact basin
- Development of Pond 2 emergency storm pumps and the disinfection of their emergency flows
- New piping to add operational modes for existing marsh treatment units to run in parallel/series operation

Tier III

- Determine any additional potential areas for treatment improvements, including an anticipated nitrogenous effluent limit
- Headworks replacement/refurbishment
- Sludge handling system improvements/refurbishment, and cogeneration assessment.

III. GENERAL PROJECT CONSIDERATION

Prevailing Wage
Pursuant to Section 1733 of the Labor Code, the Director of California Department of Industrial Relations has determined the general prevailing rate of wages. Bidders should contact the Department of Industrial Relations at (415) 703-4281 for General Prevailing Wage Rates on specific job classifications. Future effective wage rates, which have been predetermined, are on file with the California Department of Industrial Relations. Bidders are advised that if they intend to use a craft or classification not on file in the general wage determinations, they may be required to pay the wage rate of that craft of classification most closely related to it as shown in the general determinations.

City Standard Contract
A sample contract is included as Exhibit A. The laws of the State of California shall govern the contract executed between the successful Respondent and the City and any interpretations or constructions thereof. Further, the place of performance and transactions of business shall be deemed to be in City of Arcata, State of California, and in the event of litigation, the exclusive venue and place of jurisdiction shall be in the State of California and more specifically, in Humboldt County.
City Business License
The successful Respondent must obtain a valid City of Arcata Business License before the City can make any payment.

Right of the City to Contract Work Products
All material, data, information, and written, graphic or other work produced under this contract is subject to the unqualified and unconditional right of the City to use, reproduce, publish, display and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the City is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

IV. WORK ITEM DESCRIPTIONS

New Outfall
The new outfall location has been determined but all other aspects of the outfall will need to be designed. The deliverable shall include engineered plans suitable to bid the construction of the outfall with consideration; effluent diffusing, adequacy of mixing zone and beneficial use preservation.

UV Treatment
The City has worked extensively with Trojan UV over the past 5 years and financially invested in pilot studies using Trojan UV equipment. The work element should produce a set of plans and specifications suitable to bid construction of a UV disinfection system that meets the design and efficacy of the pilot studies. The plans must include emergency backup power, energy consumption, O&M, security, SCADA, facility to house UV unit and sea level rise considerations.

Hauser Pumping
After the reconfiguration to single pass the Hauser Pump station will be the City's main effluent pump station for the entire WWTP flow up to maximum wet weather design flows. The deliverable for this portion of the project is engineered plans (constructible PS&E) for modification of the effluent pumping at this station. The City has made an effort to standardize wastewater pumping using Flygt brand submersible pumps Work should include:

   a) Analysis of pumping options to determine the brand/type of pumps to be used.
   b) Identify pump pre-screening to be performed at this site upstream of the pumps. Historic data indicates that the Hauser effluent pumps require extensive pre-filtering to prevent contamination of treated wastewater by marsh plant debris. Pre-filtering is labor intensive and creates a failure point. A new system of prefiltering the effluent flow must be developed in cooperation with City staff. An analysis of options such as stone filtering, automatic bar screening, or other options will be required.
c) In order to streamline this aspect of the reconfiguration it is presumed that this will be an upgrade to the existing pump station and not new construction, if the existing wet well size is adequate.

**AMWS Piping**

The three aspects already listed will require upgrading of the pipes/structures used to convey the wastewater through Allen, Gearheart, and Hauser ponds and on to the new UV and effluent outfall structure. The deliverable will be engineered plans used for construction. The first step in this task will be an analysis of utilization of existing infrastructure and the associated cost/benefit ratio for reusing existing infrastructure.

**600 South G Street Piping**

The use of UV disinfection immediately before the new outfall renders the current chlorine/sulfur dioxide contact basin obsolete for normal operation. As such, the piping around the existing contact basin must be updated to function with the new flow scheme. The first step will be analyzing how the existing infrastructure is utilized relative to the new permit requirements both for normal flows as well as for emergency storm flows. The deliverable will be engineered plans used to construct the bypass.

**Flow Attenuation**

The City currently is able to achieve discharge rates of approximately 10 MGD however the new UV system shall be sized to handle 5.9 MGD, the wet weather design flow for the plant. As such the peak flows associated with I&I as well as direct rain additions to the wastewater treatment system must be attenuated as much as possible to process all of the water needed without exceeding the capacity of the UV system. With two oxidation ponds providing the majority of storage available to bank storm flows it is important that pond level controls function well. The first step will be a needs analysis which will be used to create a list of options to achieve the desired functionality. Following consultation with the City, the selected options will be engineered and plans to be used for construction will be delivered.

**Emergency Pond 2 Storm Pumps**

It is already established that, when operated to the maximum effect, the two oxidation ponds will have adequate capacity to attenuate normal storm flow variations. Abnormal storm flow variations caused by storms greater than 10 year storms are handled by the existing Emergency Pond 2 Storm pumps which currently discharge to Outfall #001 after being disinfected in the existing chlorine/sulfur dioxide contact basin. It is the City’s intent to eliminate the chlorine/sulfur dioxide system altogether as soon as possible. As such, the first step for this task is to create alternatives list and consult with the City regarding options for disinfection of the flow from the Emergency Pond 2 Storm Pumps after the reconfiguration is complete. A timeline will then be generated for the transition away from chlorine as well as engineered plans for the construction of the new disinfection system.
Permit Compliance Retrofits

The City is committed to improving permit compliance which requires us to address seasonal effects and aging infrastructure. Although it is anticipated that the changes already mentioned will have a positive effect on permit compliance it is prudent to analyze permit compliance during this project and include upgrades in the project that will have a meaningful positive effect on permit compliance. To this end one of the deliverables will be an analysis of the performance of the treatment system. A cost benefit analysis will be performed on all of the major deficiencies identified and the City will be consulted regarding the findings.

Headworks End of Service Life

The headworks at the wastewater treatment plant has received minor upgrades to the grit handling system since it was built but for the most part all of the associated equipment is at or beyond its service life. One component of this project is to upgrade/replace/refurbish as much of the failing headworks infrastructure as possible. The first deliverable will be a comprehensive analysis of the existing equipment with a focus on energy conservation, O&M costs, and treatment efficiency as well as redundancy. After consultation with the City all or part of the proposed work will be added to the project for development of engineering plans.

Sludge Handling

The City of Arcata wastewater treatment plant is an amalgamation of treatment units some of which were retained as new larger units were added during upgrades and the sludge system would show significant treatment improvements if the amalgam of units were engineered to function as a cohesive system. The first step for this deliverable would be consultation with City staff to complete a deficiencies and needs analysis. Next would be a comprehensive analysis of the existing system framed by the deficiencies and needs analysis in order to provide cost benefit analysis for a variety of options for improving the City's sludge handling system. In particular there will be a focus on the digester supernatant, the primary sludge pumps, sludge aging/thickening, cogeneration, gas storage, waste gas burning, boiler redundancy, belt pressing, and clarifier functioning.

V. PROPOSAL REQUIREMENTS

Proposal Format
The Proposer shall submit six (6) copies of the proposal not to exceed ten (10) pages in length, excluding cover pages, dividers, and appendices. Resumes can be included in the appendices. The Proposer shall include the following:

Project Understanding, Approach and Work Scope- Describe the team’s understanding of the City’s needs. Describe the consultant’s design philosophy and approach, and identify specific problems and opportunities. Describe steps that would be taken to complete the work. Describe the management approach to ensure effective communication with various city staff and other entities that will be involved in the project. At a minimum the approach should address
Task 1 – Collect and Review City Data/Reports
- Recent WWTP studies
- As-built drawings (digester facilities, headworks building, chlorine contact basins, etc.)
- Operational data (influent loading, digester loading, solids production, etc.)
- Permit specifications (current requirements, proposed changes, etc.)
- Meet with Operational staff for initial orientation

Task 2 – Finalize Design Approach / Special Studies / Models
Task 3 – Staff and Public collaboration on design approach
Task 4 – Preliminary Design
Task 4 – Final Design
Task 5 – Bidding Services Support
Task 6 – Permit Support
Task 7 – Construction Phase Services
Task 8 – Operations and Maintenance Manual

**Project Team** – Identify the individuals from each firm who will be involved in the project and their responsibilities. Present an organizational chart indicating the key staff members that will be assigned to the project. Describe the team’s experience in similar projects, and in the disciplines necessary to fulfill the project requirements. Specify the roles performed in these projects by the key personnel. The Proposal shall clearly indicate who will be in responsible charge of the project. Identify the percentage of time for which the key individuals of the team are committed to the project.

At a minimum your project team must demonstrate the following:

a) Include a licensed Professional Civil Engineer in the State of California
b) Have experience in wastewater treatment process engineering and plant operations, preferable with constructed wetlands.
c) Have experience with start-up of major wastewater treatment plant capital projects.
d) Have experience in permit negotiations and be familiar with current wastewater permitting requirements in California.
e) Have experience in conducting and leading a successful facility planning effort.
f) Able to optimize unit process design, sizing, equipment selection and equipment layout.
g) Provide process engineering support including coordination with facility operations staff, contract administration, startup support, contract closeout, and warranty work.
h) Review and synthesize analytical data related to plant operations for efficiency, cost effectiveness and regulatory compliance.
i) Review, analyze, research and recommend new methods and systems of operation to improve plant performance.
j) Describe any special or unique capabilities of your firm, such as technical innovations, community outreach, financial assistance, cost effectiveness, permitting, sustainability, etc.
k) Provide, plan and implement training of plant operations staff on new and revised operational methods, processes and procedures.
l) Writing Standard Operating Procedures and O&M Manuals
m) Completion of Energy Analysis as it relates to wastewater treatment process
n) Experience with SCADA

**Past Project Experience and References and Past Litigation** – List examples of similar projects that involved work associated with this project’s major component areas: UV disinfection, anaerobic digesters, and headworks facilities and understanding wetland treatment systems. Describe the company’s and specifically the Project Team member’s experience in...
similar projects, and in the disciplines necessary to fulfill the project requirements. The firm’s role in the project should also be described (preliminary design, design construction management, etc., and prime Consultant, sub consultant, etc.).

The city considers the sub-consultants (if required) to be crucial to the project. Describe any sub-consultant’s capacity to do the work.

Please provide the following information for a minimum of five past projects:

a) The name(s) of the project(s) and entities where the individual performed process engineering services, to specifically include wastewater head works and Ultra Violet Disinfection systems.

b) A list of 5 clients of your company, preferable cities in the State of California, who have used your services in the design, permitting and construction of wastewater treatment plants. Include the name, title, company/organization, phone number, address, e-mail address of person to contact for reference.

c) Provide a statement of any pending claims against your firm or claims that have been resolved within the past 5 years.

**Hourly Billing Rates** - Provide hourly billing rates of personnel by category and schedule of reimbursable expenses.

**Proposed Timeline** – Include a proposed timeline to complete all major tasks associated with Tier I - Tier III priorities.

**Cost Estimate** -
The City has budgeted $300,000 for the WWTP improvements design project. A cost estimate for the work shall be presented in the proposal. The cost estimate is used to determine the consultant’s approach and to understand how the consultant distributes the cost to the various project tasks. This project cost does not include Construction Phase Services (CPS) or the O&M Manual. The CPS and O&M fees will be funded from the CIP project construction budget. The cost estimate shall include a breakdown for each project task presented in the Scope of Work. The breakdown shall be supported by man-hour estimates, overhead and profit multipliers, and shall identify personnel billing rates (i.e.: Principal, Project Manager, Engineer, AutoCAD, Administrative, etc.), equipment, and subcontractors. A discussion of the assumptions used to prepare the cost estimate shall also be included.

**VI. PROPOSAL EVALUATION**

The proposals will be reviewed by a Selection Committee. Each member of the Selection Committee will review and rate all proposals. The proposals will be evaluated according to the following criteria:

- Project understanding and project approach - 50 points
- Key personnel qualifications and experience - 25 points
- Relevant company experience - 15 points
- Proposed timeline – 10 points
The Selection Committee will then identify the most qualified firms and short-list several (likely 2-4) firms for oral presentations (interviews). Following the interviews, the committee will evaluate and rank all short-listed firms and select a single consultant to perform the work. The city will meet with the selected consultant to finalize the Scope of Work (SOW) and associated contract terms.

The city encourages the consultant to show their experience and expertise by proposing alternatives or changes to the Draft SOW (ie: tasks, workshops, schedule, deliverables, etc.) as the consultant deems appropriate. A Draft SOW is included as Attachment A.

The firm whose Proposal is most advantageous to the City, at its sole discretion, will be selected for contract negotiation.

The City of Arcata may, in its sole discretion:

- Reject any Proposal or portion of a Proposal
- Modify the RFP by addendum
- Cancel the RFP
- Issue a new RFP
- Determine which Proposers are responsible and qualified to provide the subject services
- Conduct additional interviews with representatives of one or more Proposers
- Request additional information to support the Proposal
- Request clarifications and additional information throughout the evaluation process
- Contact references provided by the Proposer and such other references as the City of Arcata may determine appropriate
- Investigate the qualifications of any Proposer (including proposed sub consultants)
- Interview and hold discussions with any Proposer at any time after receipt of Proposals.
- Approve or disapprove of sub consultants in the Proposal
- Discontinue negotiations with any Proposer

VII. CONTRACT / SCHEDULE / REFERENCE MATERIAL

Contract

Attachment A is a copy of the City’s Agreement for Consulting Services, which shall be reviewed by the consultant. Any terms and conditions contained in this agreement (including Insurance Specifications/limits), to which the consultant cannot agree, shall be noted and discussed in the consultant's proposal.

Schedule

The following is a tentative RFP schedule.

October 25, 2014 – RFP released
November 12, 2014 - A pre-proposal meeting has been scheduled for November 12th at 9:00 AM at the City of Arcata WWTP 600 S G Street, Arcata. The meeting is not mandatory, but will provide an opportunity for consultants to ask city staff questions regarding the project.
December 12, 2014 – Proposals due to the City by 5:00pm
January 15-22, 2015 – Consultant interviews
January 31, 2015 – Notice of selection
February 4, 2015 – City Council to Approve Contract

Reference material

The following reference materials are available for firms that will be submitting proposals and can be requested from the city’s Project Manager.

- City of Arcata WWTP Design Plan – 1994
- City of Arcata NPDES NO. CA0022713 and Executive Summary and Fact Sheet, 2012
- City of Arcata UV Pilot Project Study, 2012
- City of Arcata WWTP O&M Manual - 2014
- Treatment Marsh Dye Studies

Information Provided by the City of Arcata

Proposers are solely responsible for conducting their own independent research, due diligence or any other work or investigation necessary for the preparation of a Proposal. The City of Arcata takes no responsibility for the accuracy or completeness of any information, either oral or written, provided during this procurement process. Should a Proposer find discrepancies or omissions in this RFP or other information provided by the City of Arcata, the Proposer shall notify the City immediately in writing. If the City believes the information in question is inaccurate or unclear, the City will prepare a written addendum to the RFP and post to the City website.

VIII. PROPOSAL SUBMITTAL

Six (6) copies of the proposals must be received by 5:00 p.m., Friday December 12, 2014 at the following address:

Harold Miller, Contract and Procurement Specialist
City of Arcata
736 F Street
Arcata, CA 95521

IX. LIMITATIONS

The city reserves the right to reject any/or all proposals and waive any informalities or irregularities therein. The proposal is prepared at the consultant's expense and becomes city record and therefore a public record. Confidential data, if identified as such, will be held in confidence upon request, if the request is made as part of the proposal and if the City Attorney determines that the data meet the requirements of the California Public Records Act.

X. CONTACT INFORMATION

Questions shall be directed to Erik Lust, Water/Wastewater Superintendent (707) 825.2156 or via e-mail: elust@cityofarcata.org or to Harold Miller, Contract and Procurement Specialist, (707) 825.2101 or hmiller@cityofarcata.org.
Attachment A

City of Arcata Standard Contract Agreement
CITY OF ARCATA PROFESSIONAL SERVICES AGREEMENT WITH

FOR ____________________

This Agreement is made on __________________ between the City of Arcata, a municipal corporation (referred to as "City"), and _____________________,  a ________________________ (referred to as “Consultant”).

RECITALS

WHEREAS, the City desires professional services to assist in certain work described briefly as ___________________________________________ referred to herein as the “Services” or “Project”.

WHEREAS, Consultant has demonstrated competence, experience and qualifications adequate to perform said professional Services, and the City desires to retain Consultant for such Services.

1. Scope of Services: Consultant agrees to perform services as set out in Exhibit A, “Scope of Work, Compensation” attached hereto and incorporated herein, and duly authorized by issuance of Purchase Order No. set out above. No purchase orders are issued without a valid Agreement.

2. Standards of Performance:

A. Standard of Care. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. Accuracy of Services. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant’s Services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in City-furnished information. However, City shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

C. Special Conditions. Consultant shall comply with all additional terms set forth in Exhibit B “Special Conditions,” if any are so required: ______ Special Conditions; ______ No Special Conditions.

3. Compensation for Services, Payment:

A. Compensation. City shall pay Consultant as set forth in Exhibit A, not to exceed $________________.

B. Preparation and Submittal of Invoices. Consultant shall prepare and submit its invoices to City no more than once per month and no later than the ______ day of each month.

C. Payments. All reasonable efforts will be made by City to pay undisputed invoices within ____ days of receipt. If City contests an invoice, City may withhold that portion so contested and pay the undisputed portion.
D. Withholding Of Payment. The City may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. Commencement, Completion:

A. Commencement. Services of Consultant shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until ________________. No work, services, material or equipment shall be performed or furnished under this Agreement until the City has delivered a fully executed Agreement to the Consultant. A signed Agreement is considered notice to proceed.

B. Time for Completion. Consultant shall complete Services as set forth in Exhibit A. If City authorizes changes in the scope, extent, or character of the Services, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then City shall be entitled to the recovery of proximate damages resulting from such failure.

C. Suspension and Termination.

1) Suspension. At any time and for any reason, the City may temporarily suspend the Services upon five days’ written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the City has provided written notice to Consultant to re-commence Services.

2) Termination. The obligation to provide Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

3) Project Suspension or Abandonment. The City may for any reason and at any time suspend indefinitely the Services and/or abandon the Project, or any part thereof, upon written notice to Consultant.

D. Payments Upon Termination. In the event of any termination under this Section 4, Consultant will be entitled to invoice the City and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

E. Delivery of Project Materials to City. Prior to the effective date of termination, the Consultant will deliver to City all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which City has compensated Consultant, and all such material shall become the property of the City upon delivery.

5. Independent Contractor: Consultant, in performing Services, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the City. Consultant is not to be considered an
6. **Insurance:** Consultant shall maintain insurance throughout the duration of this Agreement, and provide Certificates of Insurance as specified below. All insurance carriers shall be admitted in the state of California and with an A.M. Best’s rating of A- or better and a minimum financial size VII.

A. **Commercial General Liability:** Insurance Services Office (ISO) “Commercial General Liability” policy form CG 00 01 or the exact equivalent on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the City shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

B. **Business Automobile Insurance:** ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $2,000,000 per accident. If Consultant or Consultant’s employees will use personal autos on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

C. **Workers Compensation Insurance:** covering all employees and volunteers as required by the State of California on a state-approved policy form, and Employer’s Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

D. **Excess or Umbrella Liability Insurance (Over Primary):** if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop down provision providing coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. Such 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 before the City’s insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subcontractors or others involved in performing Services under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

E. **Professional or Errors and Omissions Insurance, As Appropriate:** written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

F. **General Conditions Pertaining to Insurance:**

1) Consultant shall have its insurer endorse the third party general liability coverage to include as additional insureds the City, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Consultant’s policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City. Consultant’s policy shall not seek contribution from the City’s insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
2) It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

3) All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

4) The City reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the City’s right.

5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the City.

6) Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.

7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant’s general liability policy, shall be delivered to the City at or prior to the execution of the Agreement.

8) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City’s protection without the City’s prior written consent.

9) The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.

10) In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

7. **Indemnity**: When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any and all of its boards (including the council, boards, commissions, committees and task forces), officials, employees and agents (collectively, “Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings,
regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

Consultant’s responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8. **Subcontracting:** No services covered by the Agreement shall be subcontracted without the prior written consent of the City. In the event subcontracting is approved, the following shall apply:

   A. Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor’s scope of work. Subcontractor’s responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

   B. Each subcontractor shall be obligated to Consultant and the City in the same manner and to the same extent as Consultant is obligated to the City under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor’s scope of work.

   C. Consultant shall furnish a copy of the Agreement’s insurance and indemnity provisions to any subcontractor upon request. Upon request from the City, Consultant shall provide insurance certificates and endorsements of its subcontractors.

9. **Document Submission and Title to Documents:** Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the City upon delivery. City may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.

10. **Permits and Licenses:** Prior to execution of the Agreement the Consultant shall obtain and maintain throughout the Agreement period all licenses required by law including but not limited to a valid City of Arcata business license.

11. **Modification, Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

12. **Assignment:** This Agreement is not assignable by the Consultant, either in whole or in part.

13. **Audit of Records:** Consultant shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Consultant. All such records shall be clearly identifiable. Consultant shall allow City representatives to inspect, examine, copy and audit such records during regular
business hours upon 24 hours’ notice.

14. **Designated Representatives.** With the execution of this Agreement, Consultant and City shall designate specific individuals to act as Consultant’s and City’s representatives with respect to the services to be performed or furnished by Consultant and responsibilities of City under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party.

15. **Governing Law:** This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.

16. **Disputes.** City and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.

17. **Entire Agreement.** This Agreement together with the exhibits identified below constitutes the entire Agreement between City and Consultant for the Services and supersedes all prior written or oral understandings.

18. **Nondiscrimination.** During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

19. **Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

20. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

21. **Survival.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

22. **Timeliness.** Time is of the essence in this Agreement. Consultant shall proceed with and complete the Services in an expeditious manner.

23. **Waiver.** Neither the acceptance of Consultant’s work nor the payment thereof shall constitute a waiver of any provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

24. **Exhibits Included.** The following Exhibits are attached hereto and incorporated into this Agreement:

   Exhibit A: Scope of Work, Compensation
Exhibit B: Special Conditions

In the event of conflict between the terms and conditions of this Agreement and those within any Exhibit hereto, the terms and conditions of this Agreement shall prevail over any Exhibit hereto.

25. Attorney’s Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney’s fees in such litigation or arbitration.

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

CITY

By: ______________________________
    Randal J. Mendosa,
    City Manager

Date: ______________________________

Insurance and procurement approved:

By: ______________________________
    Harold Miller,
    Contracts and Procurement Specialist

CONSULTANT

By: ______________________________
    ______________________________
    ______________________________

Date: ______________________________

Address: ______________________________

Employer ID#: ______________________________

Approved as to form:

By: ______________________________
    Nancy Diamond, City Attorney

DESIGNATED REPRESENTATIVES:

CITY:

Name: ______________________________
Title: ______________________________
Phone: ______________________________
Email: ______________________________

CONSULTANT:

Name: ______________________________
Title: ______________________________
Phone: ______________________________
Email: ______________________________