



Proposal for Engineering Services

Water Treatment Plant Rehabilitation Project City Project No. WTR-00017

City of Fort Bragg

November 20, 2020



Stantec Consulting Services Inc.
3875 Atherton Road, Rocklin CA 95765-3716

November 20, 2020
File: 808880

Attention: June Lemos
416 North Franklin Street
Fort Bragg, CA 95437

Dear Ms. Lemos,

Reference: Water Treatment Plant Rehabilitation Project

We are excited for the opportunity to prepare this proposal for the City of Fort Bragg (City) for improvements to the water treatment plant. Stantec Consulting Services Inc. (Stantec) is a globally recognized leader in water treatment and infrastructure design. Our team has worked on a wide variety of multi-disciplinary projects ranging from very large projects to small projects of varying degrees of complexity. Our goal, regardless of the size of the project, is to design with community in mind. Understanding the people we work with and the unique challenges of each project is important to us. We have a committed team ready to assist the City with this important rehabilitation project.

We have become familiar with the treatment plant and understand the goals of this project. Our goal is to use our familiarity with the WesTech water treatment system and combine our experience and expertise in water treatment facility and infrastructure design with City staff needs and input to complete this collection of rehabilitation projects successfully and efficiently. We will accomplish this with Stantec team members based in Northern California (Rocklin, CA office) while drawing upon the wealth of knowledge and experience from our global expertise, if needed.

Our Northern California Stantec offices have a long history of successful experience in soliciting and obtaining SRF and USDA funding for disadvantaged communities like Fort Bragg. We will prepare a Preliminary Engineering Report with the goal of pursuing funding from USDA/SRF but understand that the project is being funded with City funds. We would also be able and willing to assist the City in preparation of funding applications, if desired.


We look forward to the opportunity of teaming with the City of Fort Bragg for this important project rehabilitating the City's water treatment plant. If you have any questions or would like to discuss this proposal further, please feel free to contact either Conan Monson or Steven Beck at the phone numbers or email addresses provided below.

Regards,

Stantec Consulting Services Inc.

Design with community in mind

Reference: **Water Treatment Plant Rehabilitation Project**



Conan Monson, PE
Project Manager, Water
Phone: 916.250.7477
Conan.Monson@stantec.com



Steven L. Beck, PE
Principal
Phone: 916.826.3665
Steven.Beck@stantec.com

Agreement

Attachment: Proposal
c. file
mc document3

FIRM DESCRIPTION

Entity	
Address	3875 Atherton Road Rocklin, CA 95765
Phone Number	(916) 773-8100
Mobile	(916) 250-7477
Contact	Conan Monson, PE Project Manager (916) 773-8100 conan.monson@stantec.com

COMPANY BACKGROUND

Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, **we always design with community in mind.**

We care about the communities we serve—because they're our communities too. Preserving and maintaining water infrastructure is paramount to a community's health and long-term success. Stantec is a global engineering company that specializes in services to municipal, industrial, and governmental clients in the areas of water, wastewater, and environmental compliance. Since 1954, our local strength, knowledge, and relationships, coupled

with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe. As a global firm, we have been a key participant on some of the world's largest and most technologically significant infrastructure projects. As such, we have developed industry-leading project teams; over the years, we have continually refined and improved the services and products we provide to our clients. Moreover, there are no boundaries to our accessibility and availability. Stantec draws from a combined staff of 22,000 people globally and more than 1,300 in California.

We have the experience, strength, and enthusiasm to help you realize your established project goals and vision.

Your core Stantec team, made up of our top engineering leaders professionals, is based in our Rocklin, California office. With additional branch offices throughout the area, you will benefit from a highly responsive team that values communication and efficiency. This team of experienced specialists consists of engineers who work as an integrated team to overcome design challenges with creative problem solving.

WHY STANTEC?

Stantec has a long history performing similar services throughout California and across the country. We have performed condition assessments of process mechanical and structural assets at water facilities. Our recent project experience is described in the following section and includes a brief list of similar projects we have completed or are currently in progress. Stantec brings experience in identifying rehabilitation needs and preparing replacement plans. Our outcome-based decision planning approach to condition assessments and asset management seeks to support effective long-term capital improvement planning.

RELEVANT EXPERIENCE

The following is a brief list of select similar or pertinent projects to showcase Stantec's, and specifically this design team, experience in the type of work required for this project.

Project Name: Miners Ranch Water Treatment Plant Improvements Project

Client: South Feather Water & Power Agency

Location: Miners Ranch Water Treatment Plant, Oroville, CA

Contact: Rath Moseley
General Manager
South Feather Water & Power Agency
2310 Oro-Quincy Hwy
Oroville, CA 95966
rmoseley@southfeather.com
530.533.2412

Project Delivery Method: Progressive Design-Build

Date of Award: March, 2015

Construction Begin Date: June 2016

Construction Completion: July 2018

Cost: \$25M

Project Description:

The South Feather Water & Power Agency's Miners Ranch Water Treatment Plant Improvements Project was designed to expand the treatment capacity of the plant to meet future demands, conserve water wasted during the treatment process, improve disinfection of the treated water, and eliminate backwash water discharge into the Agency's Miners Ranch Reservoir. The plant was originally designed to treat up to 14 million gallons per day (MGD) for potable use – only 3 MGD of which could be treated as full conventional treatment. The improvements increased treatment capacity to 21 MGD with full conventional treatment. The improvements project consisted of the following key improvements:

- Addition of a new raw water pump and raw water pump header
- Addition of a new jet mixing pumping station to reduce coagulant chemical use and improve chemical mixing
- Addition of six new buoyant media upflow clarifiers (**WesTech Trident**) for preliminary treatment of the raw water that will allow the plant to achieve full conventional treatment year-round
- Addition of two new dual media filters (to augment the existing four dual media filters)
- Addition of a new 2 million gallon concrete treated water reservoir with baffle walls
- Addition of a new gunnite-lined backwash water storage basin to work in tandem with the existing basin to settle solids from clarifier and filter backwash water for collection
- Addition of a new waste solids collection and pumping system in the new backwash water basin

RELEVANT EXPERIENCE

- Addition of a new homogenization tank (bolted steel) to further settle solids and decant clearwater as well as mix contents prior to dewatering
- Addition of a new solids handling building (metal) with centrifuge, feed pump, conveyor and solids removal system
- Addition of a new 24-inch diameter high service pump manifold to increase reliability and capacity of treated water transmission to the Agency's high service area
- Addition of a new wash water return pump station to recycle the waste stream from backwashes to the head of the plant for treatment
- Addition of new diesel-powered back-up generators
- Addition of all new electrical power service throughout the plant in new ductbanks
- Addition of new programmable logic controllers throughout the plant to improve process controls
- Re-programming of new equipment to communicate and operate automatically
- Addition of new yard piping throughout the site to connect the new facilities to existing facilities and each other
- Revamping and re-alignment of roadways through the plant with new asphaltic concrete pavement

Project Name: Mt. Rose Water Treatment Plant Project

Client: Truckee Meadows Water Authority

Location: Reno, NV

Contact: David Diegle
Sr. Construction Engineer
Truckee Meadows Water Authority
1355 Capitol Blvd.
Reno, NV 89502
ddiegle@tmwa.com
916.316.1765

Project Delivery Method: Design-Bid-Build

Date of Award: March, 2018

Construction Begin Date: March 2019

Construction Completion: January 2021 (expected)

Cost: \$20M

This project consisted of the design and construction of a new 4 MGD surface water treatment plant to supplement other TMWA treatment facilities. The main treatment facility includes two package treatment trains (WesTech Trident HS) with plate settlers, upflow clarifiers, and dual media (sand and anthracite) filters. Key project features include:

- New diversion facility in White's Creek
- New Raw Water Pump Station

RELEVANT EXPERIENCE

- New water treatment trains (two **WesTech Trident HS** package system with plate settlers, buoyant media upflow clarifiers, and dual media filters)
- New chemical feed systems (fill stations, storage tanks, chemical metering pumps, etc.)
- New concrete reservoirs (backwash water, recycle tank, chlorine contact basin, finished water)
- New metal main treatment building
- New UV disinfection system
- Sanitary waste pump station
- New emergency back-up power system
- Tie-in to existing potable water distribution system
- Site improvements

KEY PERSONNEL QUALIFICATIONS

Stantec has selected a team that has experience and expertise in the design of water treatment works, in general, and the WesTech/Trident system in particular. Stantec's team will be led by Conan Monson who will take the role as project manager and design lead. Conan has visited the treatment plant and is aware of the challenges associated with this project. He is also familiar with the WesTech/Trident treatment system having recently led the design of a similar system at the South Feather Water Treatment Plant in Oroville, CA and currently leading engineering services and start-up activities at the Mt. Rose Water Treatment Plant in Reno, NV.

Other key members of the Stantec team include Steven Beck who is the Principal-in-Charge for this project, Michael Price who will perform internal QA/QC reviews, Long Hoang lead electrical engineer, Krishna Chockalingham lead structural engineer. This Stantec team is based out of our Rocklin, CA office and has worked together on many similar projects over the last ten-plus years. Below are bios of our key staff members. Full staff resumes are available upon request.

Stantec Staff Member	Project Role	Professional Bio
Conan Monson, PE	Project Manager	Conan has more than 22 years of professional experience in all facets of project delivery of water and wastewater infrastructure projects. His experience includes planning, detailed design, and engineering management as well as construction management of a wide range of municipal water projects. Conan has recent experience in leading a design team for the improvements and expansion of the Miners Ranch WTP in Oroville, CA and is currently leading the start-up efforts at the Mt. Rose WTP in Reno, NV, both of which use the Trident upflow clarifiers and filters for treatment.
Steven Beck, PE	Principal-in-Charge	Steve is a recognized leader in water and wastewater conveyance and treatment with over 33 years of experience. Steve served as the project manager for the City of Lincoln WWTF, City of Merced WWTF, City of Rio Vista Northwest WWTP, Donner Summit Public Utility District Upgrade and Expansion Projects, to name a few. Steve also serves as our discipline lead for our Northern California engineering practice and has excelled in bringing the right staff and skill sets for our clients and projects both within and without his areas of expertise. His value as a manager and principal-in-charge of multi-disciplinary design projects can not be overstated. Steve has worked with this corps team of Stantec staff for over 10 years to deliver multiple projects and will have Contract binding authority for this project.
Mike Price, PE	QA/QC	Mike is a professional engineer and certified Grade 5 water treatment plant operator with over four decades of experience, Mike has led the design, construction, and operation of over 25 water and recycled water treatment plants in his 23-year tenure with Stantec. His projects have utilized a variety of water treatment technologies,

KEY PERSONNEL QUALIFICATIONS

		such as conventional filtration, high-rate sedimentation, ozonation, micro-filtration, reverse osmosis, granular activated carbon filtration, ultraviolet disinfection, and many chemical feed systems.
Krishna Chockalingham, PE	Lead Structural Eng.	Krishna has 30 years of experience in structural engineering and project management. His structural design experience includes concrete, steel, aluminum and masonry structures for various projects in water and wastewater treatment plants, power plants, and industrial plants. He is well experienced in system planning, conceptual design, simple and advanced structural analysis, final structural design and engineering services during construction. His structural experience comprises of steel design and detailing for power plant and industrial plant projects globally. He has completed numerous water and wastewater treatment plant structural design.
Long Hoang, PE	Lead Electrical Eng.	Long Hoang has 23 years of diverse experience providing electrical engineering services for public and private projects. His work includes preparing plans, specifications, and opinion of probable costs for the design of normal, emergency, and uninterruptible power systems including load and fault current analysis, protective device coordination studies and arc-flash hazard analysis, lighting and instrumentation and controls.

REFERENCES

References

The following is a list of references from client agencies with which Stantec has recently completed successful projects.

Reference	Agency	Contact Info	Project
David Diegle, PE Senior Construction Manager	Truckee Meadows Water Authority	ddiegle@tmwa.com	Mt. Rose Water Treatment Plant
Kyle Ochendusko Deputy Public Works Director	City of Benicia	KOchendusko@ci.benicia.ca.us	CIP and Water Master Plan Updates
Athena Watson, PE Senior Engineer	Zone 7 Water Agency	athena@zone7water.com	Chain of Lakes Wells No. 1 & 2

SCOPE OF WORK

The work of this project consists of a wide variety of general maintenance and operational improvements projects. The following Scope of Work is a summary Stantec's understanding of the major tasks and items needed to complete the WTP improvements desired by the City.

Task 1 Project Management

The project management task will include coordination of activities between the design team and sub-consultant field work and report delivery. This task will also include coordination between the City and the design team necessary to complete the design and implement review comments from the City. This task will include the project kick-off meeting and design review meetings (both on site and via teleconferences) throughout the design process and quality assurance/quality control review of deliverables. Project updates provided to the City in the way of monthly progress reports with invoices will also be included in this task.

Task 2 Preliminary Engineering Report

Stantec will prepare a Preliminary Engineering Report (PER) describing the planned improvements to the water treatment plant in accordance with requirements of funding agencies (State Revolving Fund and USDA Rural Development). This report will include pertinent information regarding the project, including design criteria, applicable codes, and changes to the water treatment, storage, and delivery processes. The PER prepared to meet USDA/SRF funding requirements has extraneous documentation requirements that is beyond what would be required for a project such as this one otherwise. We would be willing to discuss options with the City, if desired.

Stantec will submit a draft PER to the City for review and comment. We will hold a teleconference to review the draft PER with the City. We will ask for review comments from the City in electronic form. These comments will be addressed, and a summary of the comments and actions/responses will be summarized in a table and sent to all parties for record.

The final PER will incorporate City comments and will be delivered to the City. Stantec will deliver three (3) bound hardcopies to the City through the mail as well as electronic copies in MS Word and/or Excel files through an ftp folder for download (or, alternatively, via thumb drive).

Task 3 Detailed Design

The following paragraphs provide a summary of Stantec's understanding of the project and Scope of Work to complete the design and prepare documents for public bid. Stantec will review existing available plans and reports from the WTP and meet with City staff to confirm requested modifications and provide recommendations for other modifications that may improve plant operations.

To complete the sitework, paving, grading, and buried pipe details, Stantec has included fees for conducting a topographical survey of the treatment plant site included in this proposal.

Major improvements to the WTP include:

- WesTech packaged treatment plant. Stantec will work with WesTech to incorporate any required piping changes or electrical conduit and power/signal/control wires needed to incorporate the improvements to the treatment trains. We understand that all process changes

SCOPE OF WORK

excluded SCADA programming and integration services in this Scope and understands that this is provided by WesTech, as well.

- Water Treatment Building. Stantec will incorporate requested changes to piping around the treatment trains (including increasing filter to waste pipe to increase flow capacity), add a magnetic flow meter on the common filter backwash pipe, replace existing peristaltic chemical feed pumps with new peristaltic pumps, and other improvements, as requested. Stantec will also incorporate details for removing and replacing the roofing panels and insulation of the Treatment Building. The structural members will remain and will not be re-designed. New roof ventilators will be included in the design.
- New Pump Building. The existing building that houses the Raw Water and Finish Water pumps is to be demolished and replaced with a new metal building at the same location. We will investigate the Geotechnical Report that was produced for another recent project at the plant, along with available design drawings to determine whether the existing foundation walls may be utilized to construct the new metal building. A new blower room will also be included in this building and a new blower will be installed to provide air to the treatment system. The overall building wall height will be raised to accommodate a new monorail and hoist system to be used for removing the raw water pumps and motors.
 - Note: We have included in our bid budget to sample and test for asbestos, which is required for demolition work. A report summarizing laboratory results for the presence of asbestos and recommended abatement measures will be included as part of the bid documents.
- Old Clarifier. Stantec will include demolition plans for the old circular clarifier in the bid documents.
- Raw Water and Backwash Water Ponds. Stantec will include construction details and specifications for lining the ponds at the WTP. The raw water ponds will be designed with either an HDPE or 60-mil Enviroliner synthetic liner system with anchor trenches at the top of the slope. Stantec has inspected the Backwash ponds and we recommend a gunnite/shotcrete liner on the pond walls instead of a synthetic liner. The pond walls are very steep and the valves and manhole between the ponds will make the installation of a proper anchor trench difficult. Also – the ponds have a concrete floor and curb onto which a synthetic liner would have to be attached. While the ponds are empty, there is a potential for thermo expansion and contraction of the liner that can fatigue and tear the liner at the transition. A cementitious liner on the walls is a superior option for these ponds.
- Tank #2 Rehabilitation. Stantec will detail the rehabilitation of Tank #2 which will include removing the interior tank fill line and supports, adding a new exterior tank fill line and supports welded to the tank shell with expansion fittings (similar to the adjacent tank), and re-coating and lining the tank. No structural or other modifications are anticipated for this tank.
- Miscellaneous Site Improvements and Pipe Modifications. Stantec will work with City staff to address various site improvements (paving around Tank #1) and pipe modifications (buried pipe connections, valves, flow meter, etc.)

Stantec will prepare 75% plans and specifications and submit electronic copies (via ftp folder link or thumb drive) to the City for review and comment. We will conduct an in-person review of the

SCOPE OF WORK

documents to gather comment from the City and confirm plan and schedule for completion of the design phase of the project.

Stantec will incorporate City comments from the 75% review submittal into a final set of documents ready for bid. We will also prepare an opinion of probable construction costs for the work of the contract documents. Final bid documents will be sent to the City in MS Word (and MS Excel, where applicable), and PDF form through an ftp file transfer website. Drawings may also be provided in AutoCAD .dwg files, if requested.

To perform these tasks, Stantec assumes the following:

- Accurate electronic (AutoCAD) record drawings of treatment plant facilities are available to use as background reference files for the new design work.
- WesTech will provide process design recommendations and SCADA programming and integration services for this project.
- The Geotechnical Report used for the most recent WTP project is available and applicable to this project.
- Tank #2 wall thickness is sufficient to weld new fill pipe supports to.
- No structural evaluation of the existing Treatment Building will be performed. Roof replacement will include architectural panels, curbs, and insulation only.

The following items are excluded from this Scope of Work. We are willing to amend the Scope of Work, upon award of Contract, to include any, or all, of these items in the Stantec Scope of Work:

- Production and distribution of bid documents, including addenda, to potential bidders and bid period services (pre-bid job walk, preparation of bid addenda, review and/or tabulation of bids, etc.).
- Preparation of application for grant funding
- Engineering Services during construction (construction management or observation, response to contractor requests for information, submittal review, participation in construction progress meetings, etc.).
- Preparation or review of start-up plans of new equipment
- Any construction management, observation, or engineering services during construction
- Any other activities not described in the RFP or this proposal

Task 4 Permit Application Assistance

Stantec will assist the City in responding to technical questions and providing information regarding the plant improvements required to amend the drinking water permit with the State Water Resources Control Board. Bid documents (plans and specifications) will be transmitted to the State on the City's behalf and Stantec will assist with application responses required.

BUDGET AND SCHEDULE OF CHARGES

The following is an estimate of the budget required to complete the Scope of Work, as defined in this proposal. Expenses for this budget were based on the following assumptions:

- Stantec will make three trips to the Fort Bragg WTP:
 - Project kick-off meeting to include three (3) Stantec staff members traveling in three separate vehicles (due to COVID-19 restrictions for distancing). This day will also be used to gather field data and documents and interview City staff to get a clear understanding of the project.
 - 75% complete document review workshop to include one (1) Stantec staff member to conduct the meeting and take minutes.
 - One (1) site visit to be used for discussing the Preliminary Engineering Report, permit application with the State Water Resources Control Board, gather missing data from the first site visit, or as desired by City staff.
- Stantec will invoice mileage to the job site based on a distance of 200 miles from the Stantec office in Rocklin, CA. Mileage will be billed at the reimbursement rate set by the IRS for the year in which the travel is made (\$0.575/mile for 2020).
- Stantec site visits will include one night of lodging for each employee on each visit. Lodging rates are estimated to be \$180/night in this proposal.
- Document reproduction rates are estimated to be \$0.15 per page, on average for printed documents (letter and 11 x 17 sizes).

Stantec agrees to complete the work of this proposal for a price not to exceed **\$161,646**. Stantec will not invoice the City for more than this amount without mutual agreement on Scope of Work revisions and accompanying budget amendments. We are willing to meet with City staff to discuss this Scope of Work and our estimated fees to accommodate the City's needs for this project.

City of Fort Bragg
Water Treatment Plant Rehabilitation Project
Stantec Staff Time and Fees

TASK	STANTEC STAFF HOURS									TASK TOTAL HOURS	STAFF COST	DIRECT (1) COST	SUB COST	TOTAL COST
	PIC	Q/QC Tech. Adv.	Project Manager	Structural Engineer	Sen. Elec. Engineer	Staff Engineer	CAD Designer	Tech. Asst.						
	17	17	16	14	17	12	12	8						
	\$244	\$244	\$234	\$209	\$242	\$185	\$185	\$149						
TASK 100 - Project Management														
100.1	Project Management and Coordination									36	\$ 8,464			\$ 8,464
100.2	Meetings (Kick-off, On Site Review, Progress via Teleconference)									64	\$ 14,772	\$ 2,050		\$ 16,822
100.2	Quality Assurance/Quality Control Reviews									8	\$ 1,952			\$ 1,952
Task 100 Subtotal										108	\$ 25,188	\$ 2,050	\$ -	\$ 27,238
TASK 200 - Preliminary Engineering Report														
200.1	Preliminary Engineering Report									120	\$ 22,980	\$ 100		\$ 23,080
Task 200 Subtotal										120	\$ 22,980	\$ 100	\$ -	\$ 23,080
TASK 300 - Detail Design and Document Preparation														
300.1	Review existing documents									28	\$ 5,992	\$ -		\$ 5,992
300.2	Topographical Survey									0	\$ -		\$ 20,000	\$ 20,000
300.3	Asbestos Survey and Report									0	\$ -		\$ 5,000	\$ 5,000
300.4	75% Design Documents									316	\$ 61,324	\$ 100		\$ 61,424
300.5	Final Design Documents									140	\$ 27,332	\$ 100		\$ 27,432
Task 300 Subtotal										484	\$ 5,992	\$ -	\$ -	\$ 119,848
TASK 400 - Permit Amendment Support														
400.1	Permit Amendment Support									20	\$ 4,020	\$ -		\$ 4,020
Task 400 Subtotal										20	\$ 4,020	\$ -	\$ -	\$ 4,020
TOTAL										732	\$ 58,180	\$ 2,150	\$ -	\$ 174,186

Notes:

* See cover page for this Section for notes regarding expenses

WORK SCHEDULE

Below is a preliminary work schedule for the project. This schedule will be revised upon notice of award and kept up as a working Gantt chart throughout the design project. Stantec will meet regularly with City staff to keep the schedule updated and notified of any changes that may affect meeting the schedule. We anticipate the construction work of this project to be completed during the winter months where water demands are low at the treatment plant. This will minimize disruption to the plant and distribution system and facilitate plant operations when shut-downs must occur. The schedule below anticipates City and Stantec staff availability at the end of December. We can accommodate the schedule to meet City staff needs during the holiday season.

Project Milestone	Estimated Date
Contract Awarded	December 14, 2020
Kick-off Meeting	December 21, 2020
Draft Preliminary Engineering Report Delivered	January 31, 2021
Final Preliminary Engineering Report Delivered	February 21, 2021
75% Complete Bid Documents Delivered	April 15, 2021
75% Design Workshop	April 22, 2020
Final Bid Documents Delivered	May 14, 2021
Construction Bid Period	May 24 – June 11
Construction Period	October 2021 – May 2022

INSURANCE

See the following pages for sample insurance certificates for this project. The final insurance certificates will be completed and submitted to the City upon Award of Contract.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY)

9/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

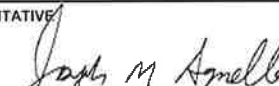
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td>INSURER B : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Insurance Company	22276	INSURER B : AIG Specialty Insurance Company	26883	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012															

COVERAGES **CERTIFICATE NUMBER:** 14181323 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2020	10/1/2021	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 14181323 TO WHOM IT MAY CONCERN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONSULTANT AGREEMENT

Stantec has reviewed the City of Fort Bragg standard consultant agreement. We have marked up this agreement with recommended edits (see the sheets that follow this page). We understand that this is a standard agreement and are willing to meet with the City to discuss which, if any, of these edits the City will accept in the final Agreement.

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CITY OF FORT BRAGG PROFESSIONAL SERVICES AGREEMENT WITH

THIS AGREEMENT is made and entered into this _____ day of _____, _____ [date, date & year] (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and _____, a [state] [type of corporation] [address] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in **Exhibit A** (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, the legislative body of the City on _____, [date] by Resolution No. _____ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with customarily accepted professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such applicable laws and regulations. City officers and

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employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

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1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not reasonably satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is reasonably satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all actions, proceedings, and judgments including reasonable attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. 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, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written

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consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. The only exception to the above is that Consultant may keep one copy, for archiving purposes, of all information which is relevant to its conclusions and recommendations, under the same confidentiality conditions as described herein. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed _____ Dollars (\$.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's reasonable satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's

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rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by _____, 20 . The Time of Completion may only be

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modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, epidemics, pandemics or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on _____, 20____, [3 months after Completion Date in 3.1] unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least thirty (30) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

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- f. Institute or suffer to be instituted any procedures for reorganization or

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rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of full payment of all monies owed to the Consultant under this Agreement. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for

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the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per claim and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

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- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be [REDACTED]. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of

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the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates [redacted] as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

[redacted]
[redacted]
[redacted]
[redacted]
Tel: [redacted]
Fax: [redacted]

IF TO CITY:

City Clerk
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
Tel: 707-961-2823
Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense,

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from and against any and all claims, demands, actions, suits or other legal proceedings brought

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against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to indemnify, hold free and harmless (but not defend) the City, its elected and appointed officials, officers, and employees, at Consultant's sole expense, from and against any and all losses or damages or other legal proceedings to the extent caused by the negligence, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the negligent performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is

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determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City upon full payment of all monies owed to the Consultant

. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political

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Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the reasonable satisfaction of City and to participate in any meeting required with regard to the correction.

6.16.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

EXHIBIT C

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Liability and Damages The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors. Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: _____
Tabatha Miller

By: _____

Its: City Manager

Its: _____

ATTEST:

By: _____
June Lemos, CMC

