



# CITY OF REDDING

## SUPPORT SERVICES DEPARTMENT

### PURCHASING DIVISION

777 Cypress Avenue, Redding, CA 96001-2718

P.O. Box 496071, Redding, CA 96049-6071

530.225.4138 FAX 530.225.4434

## THE CITY OF REDDING, CALIFORNIA

### REQUEST FOR PROPOSALS FOR ARCHITECTURAL CONSULTING SERVICES TO PREPARE SCHEMATIC DRAWINGS FOR THE CONSTRUCTION OF A POLICE DEPARTMENT (Schedule Number 4134)

In accordance with the provisions of the Municipal Code of the City of Redding, sealed proposals must be submitted to the City Clerk's 3<sup>rd</sup> floor office of the City of Redding, located at City Hall, 777 Cypress Avenue, Redding, California 96001 **prior to 3:00 P.M., Wednesday, April 30, 2008**, for furnishing the City of Redding a proposal for Architectural Consulting Services to Prepare Schematic Drawings for the Construction of a Police Department, per the specifications and terms and conditions contained herein.

THE CITY RESERVES THE RIGHT TO REJECT AT ITS SOLE DISCRETION PROPOSALS RECEIVED AFTER THIS TIME AND DATE.

The said proposals will be opened at 3:00 P.M. on Wednesday, April 30, 2008, in the designated City Hall Conference Room, as posted in the main lobby of the City Hall, located at 777 Cypress Avenue, Redding, California.

**The original, unbound proposal submittal and seven (7) copies are to be provided. Facsimile or electronic copies will not be accepted. One (1) set of the Fee Proposal is to be submitted in a separate, sealed envelope.**

In addition, the City will award any resulting contract in a manner consistent with the City Purchasing Ordinance.

THE CITY OF REDDING  
Purchasing Division

A handwritten signature in cursive script that reads "Elizabeth B. Peer".

Elizabeth B. Peer, C.P.M.

Purchasing Officer

(530)225-4137

bpeer@ci.redding.ca.us

## NOTE

If a potential bidder/proposer received this solicitation document through some means other than surface mail from the City of Redding (such as from the City of Redding Internet web site, or from another prospective bidder/proposer), it is the responsibility of the potential bidder/proposer to advise the assigned City of Redding Purchasing contact of its intention to submit a bid/proposal so that any addenda or other correspondence related to this solicitation will be sent to the potential bidder/proposer. When contacting the Purchasing Division, the bidder/proposer should provide the solicitation number located on the cover page of this document. Transmittal of this information must be in writing, by U.S. Mail, fax, or e-mail. Transmittal of this information via telephone is not acceptable.

Please submit bid/proposal as directed in the RFP package. Forward to:

City of Redding  
City Clerk, 3<sup>rd</sup> floor  
777 Cypress Avenue  
Redding, CA 96001-2718

Proposals must be received by the City Clerk's office **prior to 3:00 p.m.** on the date indicated below. Mailing envelope is to be clearly marked on the outside with the following notation:

**□ Proposal for Schedule No. 4134; opening at**

**3:00 P.M., on Wednesday, April 30, 2008**  
(Time) (Date)

Note: Signatures must be legible, indicating full first and last name.

The City of Redding  
Purchasing Division

City of Redding, California

Request for Proposals for Architectural Consulting Services

To Prepare Schematic Drawings

For the Construction of a Police Department

**Schedule Number 4134**

The City of Redding, California, has issued this Request for Proposals (RFP) to solicit proposals from qualified architectural design firms to prepare schematic drawings to be incorporated into the design of a new Police facility. These services are intended to complement and augment capabilities that are otherwise unavailable to the City. An original, unbound proposal and seven copies are to be submitted per the information provided on the cover page of this RFP.

The City of Redding is planning to build a police facility and as yet a final location or parcel has not been selected. It is the intent that the new police facility will include all police operations, vehicles, personnel, equipment, evidence (property) and general storage, and possibly an indoor range. Positioning and sizing the facility for future growth is critical to the project.

The following subjects are discussed in this request for proposal to assist in the proposal preparation:

- I. Background
- II. Scope of Services
- III. Proposal Format and Content
- IV. Contact and Timeline
- V. Evaluation Criteria and Selection Process
- VI. Submittal
- VII. Standard Consultant Agreement
- VIII. Attachments

**I. Background**

Located 160 miles north of Sacramento, Redding is the largest city between Sacramento and Eugene, Oregon. It has a population of 90,000 spread out over approximately sixty square miles.

The current City of Redding Police Department (RPD) building located at 1313 California Street in Redding, California was originally built in approximately 1945 as a Studebaker car dealership. In 1977 the Police Department moved into the facility. The building is deteriorating and no longer meets the needs of our agency. In 1986 the Investigations Division moved to a satellite facility. Investigations again outgrew the facility and in 1993 relocated a second time. RPD has 173 full-time employees, 119 of which are sworn officers, and 20 part-time employees. The Department currently has approximately 97 vehicles.

A recently completed Space Needs Study determined that the building size should be approximately 66,000 square feet at an estimated cost of \$265 per square foot, plus another 10,000 square feet for support buildings at a cost of \$150 per square foot, with six acres minimum for the site. The Site Selection Process identified several sites close to City Hall, with the final site

still to be determined. Each of these sites should be able to utilize the schematic drawings requested with minimal changes. These studies will be available for your review at the following City website: <ftp://ftp.ci.redding.ca.us/rpdrfp> .

## II. Scope of Work

The Consultant selected for this project must possess the expertise, knowledge, experience, and ability to provide the professional services for the entire project – design concept through construction. It is the City's preference to have the continuity of one firm handling the project through the completion of construction. However, the initial contract will only apply to schematic drawings, with provisions to extend the consultant contract to include final design and construction. The City also reserves the right to contract with a different consulting firm for the final design and construction phase should it choose to do so. The City is interested in cost-saving options including environmentally preferable (green) designs and energy efficient/self-supporting systems.

Specifically, the City will need the following professional services:

### **Task 1: Project Management Review and Scheduling:**

Provide all contract management and quality control services throughout the duration of the project(s) including:

- All meetings, agendas, and minutes
- Schedules and schedule updates (Microsoft Project preferred)
- Prepare and submit monthly progress reports with monthly progress payment. The monthly progress report shall include:
  - An overview of work accomplished during the previous month;
  - A description of current key activities and an updated schedule for each task and subtask. (Microsoft Project preferred)
  - A list of problem areas, if any, and proposed corrective actions;
  - A list of tasks for the following month;
  - A graph or chart showing total contract budget, monthly invoiced amounts, cumulative amount invoiced;
  - A Schedule Summary indicating whether the project is on schedule and any schedule concerns or critical path items (a Recovery Plan/Schedule for any activities that fall more than 2 weeks behind schedule).
- Correspondence and file maintenance

The Consultant's Project Manager shall play an active role in the management and coordination of the project to include meetings, as needed with City staff, to discuss project status, problems, budgeting, and other areas that have an adverse effect on the work. In addition, several meetings, telephone conferences or other communication means will be needed for consultation regarding project issues or decisions in between scheduled progress meetings.

## **Task 2: Data Collection**

The consultant shall conduct all data collection and incorporate all other information essential to establish the design criteria. The City will provide the Consultant with information needed to complete the project. This will include, but may not be limited to the following:

- Review of Space Needs Assessment;
- Access to personnel for interviews on facility needs, use of facility, personnel operations, customer service, workspace criteria, or any other operational data required for facility design. This may take the form of one or more workshops, design charettes or individual interviews with agency staff;
- Other data collection criteria as needed by consultant.

## **Task 3: Preparation of Schematic Drawings**

The Consultant shall prepare drawings and written data sufficient to describe the size, character, auxiliary systems, and other necessary essentials to provide the City with a concept of the proposed facility and compatible with the Space Needs Assessment and cost criteria. These documents shall include, but may not be limited to the following:

- Overall Site Plan(s);
- Schematic Floor Plans;
- Exterior and Interior Elevations and Renderings;
- Options for Exterior Finish Materials including Color, Texture and other Details;
- Roofing Materials and Plans;
- Schematic Mechanical and Electrical Systems;
- Parking Plan and Circulation;
- Cost Estimates Broken out by Structure, Mechanical, Electrical, Infrastructure, Landscaping, Design, Construction Management and Contingencies;
- Other Features as Necessary.

The Consultant should be prepared to submit documents in draft, draft final and final stages to allow for review by City personnel.

The Consultant shall furnish all labor, material, equipment, tools, supervision, travel and incidentals necessary to complete the schematic drawings.

## **Task 4: Preparation of Contract Documents (Optional)**

The Consultant shall prepare all contract documents (construction plans, specifications, and cost estimates) for the project in accordance with City of Redding standards as defined herein, as detailed in the Capital Improvement and Maintenance Project Submittal Requirements and as directed. Design services shall include, but not be limited, to the following:

- Conduct all design calculations, plan preparation, technical specification preparation, special provision preparation, engineers cost estimates and all other appropriate engineering necessary to provide complete contract documents, ready for public bid.

- Coordinate with any and all utilities required to ensure horizontal and vertical conflicts are identified and resolved through design or relocations;
- Final drawings shall be prepared on 22" x 34" mylars for original signatures. Deliverables for review will be submitted at the appropriate design stages with drawings reduced by 50% and specifications on 8 ½" x 11" reproducible paper. Ten (10) sets will be included at the review stages to allow the City and all other appropriate agencies consulted to provide a thorough review of the project documents. A complete and final set of contract documents, including plans, specifications and estimates shall be submitted on reproducible compact disk that meet all City requirements;

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

### **Task 5: Assistance during Bidding & Construction (Optional)**

The consultant will provide assistance to the City during the bidding and construction phases of project to ensure the contractor understands all technical aspects of the design and any design changes. This work will include the following:

- Conduct pre-bid meetings to answer bidder and supplier technical questions;
- Respond to bidder and supplier technical questions as directed by the City during bidding; maintain a log of bidder questions and assist in preparation of any addenda required;
- Provide any drawings, modifications, and clarifications during the bidding period;
- Attend all pre-construction conferences to ensure contractor understanding of project plans;
- Review technical shop drawings;
- Assist the City in the preparation of change orders and respond to requests for information related to design technical issues encountered;
- Prepare design clarifications to clarify the design intent;
- Attend all final inspections to include operational testing of all mechanical, electrical and instrumentation/control systems;
- Prepare as-built drawings following construction from mark ups by the contractor and resident engineer.

### **III. Proposal Format and Content:**

The proposal shall include as a minimum the following information:

1. Cover/Transmittal Letter. Letter must be signed by a member of the organization having the authority to enter into contracts on behalf of the company. Briefly note number of years in business and whether or not this is a branch location of a larger firm. **Cover letter must also acknowledge receipt of any and all addenda issued for this schedule number.** If in doubt as to the status of addenda, contact Purchasing Officer, Elizabeth Peer.

2. Project Understanding – This section should be brief, but outline the Consultant’s basic understanding of the project. It should identify key issues to be addressed during the project and any insights or innovative ideas the Consultant can provide in addressing those issues.
3. Scope of Work - Describe the work plan that you intend to use to complete the tasks listed in the Scope of Work. Note any deviations or additions to the work descriptions the City may have overlooked or that help clarify the work tasks. Deviations that demonstrate clear benefit or advantage to the City may receive special consideration.
4. Responsible Personnel - List the Principal-in-Charge, Project Manager, and key project staff who will be directly involved in this project. Include a statement of qualifications and experience of each person together with the hours that each is committed to the project, and a project organizational chart of key personnel. Include all anticipated sub-consultants, listing names, addresses, telephone numbers, key staff personnel, and the hours expected to be committed to the project.
4. Project Management – Describe how the project will be planned and controlled. Include a project schedule through completion of contract documents together with a tentative schedule of construction.
5. Consultant Fee – In a separate sealed envelope present one (1) set of fee structure documentation for services as described in the Scope of Work. Present an overall Not-To-Exceed fee. Break down the fee by task, man-hours per task, different personnel classifications per task, and subcontractor if appropriate for each project phase indicated in this RFP. Fees shall include all markups, overhead, and profit. In addition, provide a current rate sheet showing the hourly rates for all classifications of employees and subcontractors that may be involved in this project. The contract shall provide for payment for each phase of work on a not-to-exceed amount. The fee shall not be a scoring factor in the initial evaluation of the consulting firms. Do not state cost for services anywhere in the proposal.
6. Related Experience - Include all similar projects in progress or completed over the last five (5) years that are comparable to this project, along with an agency contact person and associated cost of each project. Direct design experience in Police facilities will be weighted the highest in evaluation. **Include references with names, addresses and phone numbers.**

Each proposer acknowledges that the City shall not be liable to any person for costs incurred therewith or in connection with costs incurred by any proposer in anticipation of approval of any proposed agreement. The City may accept or reject any proposal without limitation. Nothing in the Request for Proposal or in subsequent negotiations creates any vested rights in any person.

#### IV. Contact and Timeline

All questions concerning this project are to be submitted in writing to the Purchasing Officer:

Elizabeth (Binky) Peer, C.P.M., Purchasing Officer  
Email: [bpeer@ci.redding.ca.us](mailto:bpeer@ci.redding.ca.us)  
Fax: (530) 225-4434

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

Timeline related to the RFP:

- Issue RFP to Consultants..... March 17, 2008
- Questions due..... April 4, 2008 (5:00 PST)
- Addendum..... April 14, 2008
- Proposal due..... April 30, 2008
- Evaluate proposals for short-listing..... May 1 - 9, 2008
- Interviews if necessary; select Consultant..... May 9 - 23, 2008
- Negotiate contract..... May 27 - 30, 2008
- Recommend to City Council..... June 17, 2008
- Start date ..... June 18, 2008

Proposals are to remain valid for a period of 90 days following the due date.

## **V. Evaluation Criteria and Selection Process**

Consultant selection will be based on the project approach, previous experience on similar projects, knowledge and expertise of individuals on the team who will actually work on the project, history of effective schedule and budget management, and overall presentation of the proposal package. Your firm must demonstrate an ability to provide comprehensive services for schematic drawings that addresses pragmatic, functional, operational and aesthetic needs.

City of Redding City Council Policy Number 1501 establishes the method of selecting a consultant to perform the work of this project. The selection procedure will involve an initial screening of consultants' proposals by the Committee, and as may be necessary, an oral interview with the top rated consultants by a Review/Selection Committee. The Committee will then determine a ranking of the consultants, at which time the consultant fee envelopes will be opened and tabulated.

The consultant fees will be evaluated to determine if the cost is reasonable. If the top ranked consultant has submitted a reasonable fee, the Committee will make a recommendation to negotiate a contract. The Committee may require additional information prior to making the recommendation to the City Council/City Manager. If the City Council/City Manager is in agreement with the recommendation, the Committee will proceed with the negotiation of the contract with the consultant and subsequently return the contract to the City Council or City Manager for final award. In the event the top ranked consultant submits a fee that is not considered reasonable and the consultant does not agree to lower the fee to an acceptable level, the Committee reserves the right to bypass the top ranked consultant and negotiate with the second ranked consultant.

The following items will be used by the committee to assist in the ranking of the consultants' proposal and the oral interview:

- I. Understanding of the scope of work to be done.
- II. Ability to meet established timeline.
- III. Design ideas that result in energy or cost savings
- IV. Present workload and staff availability.



- V. Financial responsibility (years in business, number of projects completed, annual volume of work in dollars, etc.).
- VI. A recognized positive reputation by a national police organization
- VII. Experience with public facilities planning
- VIII. Qualifications of the project team.

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

#### **VI. Submittal**

Pages in the proposal shall be typed and single sided with the maximum number of pages of proposal information (excepting front and back cover sheets, index sheet, blank pages, and table of contents) to be limited to thirty (30) pages typed front and back (15 pieces of paper) not including resumes.

The consultant shall submit an original (unbound) and seven (7) copies of the proposal in a sealed box or envelope clearly marked with the consultant's name and the description "**Proposal for Architectural Consulting Services – for a New Police Department, Schedule Number 4134.**" The proposals shall be delivered to the City by the time and at the location noted on the cover sheet of this RFP. One set only of the Consultant's fee documentation for the services required in this proposal shall be submitted in a separate sealed envelope with the same notation as the proposals. The sealed envelope shall not be opened until after any necessary screening interviews have been completed.

Proposals received incomplete or late for any reason may not be reviewed.

#### **VII. Standard Consultant Contract**

The Consultant selected to provide the scope of services shall use the City of Redding's standard consulting and professional services contract. A copy of this agreement is attached to the back of the RFP. By submitting a proposal for the work, the consultant agrees to utilize the City's standard agreement form for the contract. See Section 5 of the contract shell for the required insurance certificates and precise endorsement language.

#### **VII. Attachments**

- Request for Proposal *General Terms and Conditions*
- City of Redding *Consulting and Professional Services Contract*

**CITY OF REDDING, CA**  
**REQUEST FOR PROPOSALS**  
**GENERAL CONDITIONS**

**1. Public Information**

All submitted proposals and information included therein or attached thereto shall become public record upon their delivery to the City. Proposals may be reviewed by outside interested parties after all proposals received for a particular project have been reviewed and the intended awardee has been selected.

**2. RFP Addenda**

The City of Redding reserves the right to amend, alter, or revoke this RFP in any manner at any time. At the City's sole discretion, modifications, clarifications, or additions will be distributed as an addendum to all known proposers.

**3. Proposal Preparation Costs**

All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the vendor.

**4. Withdrawal of Proposal**

Any proposer may withdraw their proposal, either personally or by written request at any time prior to the scheduled closing time for the receipt of proposals. Such requests are to be directed to the City Clerk.

**5. Selection Procedures**

Proposals submitted will be subject to the City's selection procedures for technical and/or professional consultants. Accordingly, final selection will be based upon overall capability to perform services and not exclusively upon cost of services.

The City may make any investigation it deems necessary to determine the ability of a Proposer to carry out the obligations indicated in the Request for Proposal and the submitted Proposal. At the City's sole discretion, the Proposer shall furnish to the City all information and data for this purpose if materials submitted by, or investigation of, any Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the stated obligations.

**6. Right to Reject Proposals**

The City reserves the right to reject any and all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any combination of items.

The selected firm shall execute an agreement with the City within fourteen (14) days after notification of selection, unless the time for execution has been extended for good cause at the sole discretion of the City. Failure of the selected firm to meet contract submission requirements (e.g. insurance) or failure to timely execute an agreement with the City may result, in the sole discretion of the City, a decision to select from the remaining proposers or to call for new proposals.

**CITY OF REDDING  
CONSULTING AND PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT** is made at Redding, California, by and between the City of Redding (“City”), a municipal corporation, and \_\_\_\_\_ (“Consultant”) for the purpose of \_\_\_\_\_.

**WHEREAS**, City does not have sufficient personnel to perform the services required herein thereby necessitating this Contract for personal services.

**NOW, THEREFORE**, the Parties covenant and agree, for good consideration hereby acknowledged, as follows:

**SECTION 1.        CONSULTANT SERVICES**

Subject to the terms and conditions set forth in this Contract, Consultant shall provide to City the services described in Exhibit A, attached and incorporated herein. Consultant shall provide the services at the time, place and in the manner specified in Exhibit A.

**SECTION 2.        COMPENSATION AND REIMBURSEMENT OF COSTS**

- A. City shall pay Consultant for services rendered pursuant to this Contract, at the times and in the manner set forth in Exhibit B, attached and incorporated herein, in a total amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_). This sum includes all out-of-pocket travel, lodging and incidental expenses incurred by Consultant that are reasonably associated with the provision of services under this Contract. The payments specified herein shall be the only payments to be made to Consultant for services rendered pursuant to this Contract.
- B. Consultant shall submit monthly invoices to City for work completed to the date of the invoice. All invoices shall be itemized to reflect the employees performing the requested tasks, the billing rate for each employee and the hours worked.
- C. All correct, complete and undisputed invoices sent by Consultant to City shall be paid within thirty (30) calendar days of receipt.

**SECTION 3.        TERM AND TERMINATION**

- A. Consultant shall commence work on or about \_\_\_\_\_ and complete said work no later than \_\_\_\_\_. Time is of the essence.

- B. If Consultant fails to perform its duties to the satisfaction of City, or if consultant fails to fulfill in a timely and professional manner its obligations under this Contract, then City shall have the right to terminate this Contract effective immediately upon City giving written notice thereof to Consultant.
- C. Either Party may terminate this Contract without cause on thirty (30) calendar days' written notice. Notwithstanding the preceding, if the term set forth in Section 3.A. of this Contract exceeds ninety (90) calendar days in duration, Consultant's sole right to terminate shall be limited to termination for cause.
- D. Consultant hereby acknowledges and agrees that the obligation of City to pay under this Contract is contingent upon the availability of City's funds which are appropriated or allocated by the City Council. Should the funding for the project and/or work set forth herein not be appropriated or allocated by the City Council, City may terminate this Agreement by furnishing at least thirty (30) calendar days' written notice of its intention to terminate. In the event of a termination pursuant to this subdivision, Consultant shall not be entitled to a remedy of acceleration of payments due over the term of this Agreement. The Parties acknowledge and agree that the power to terminate described herein is required by Article 16, Section 18, of the California Constitution, and that constitutional provision supersedes any law, rule, regulation or statute which conflicts with the provisions of this Section.
- E. In the event that City gives notice of termination, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Consultant pursuant to this Contract. City shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.
- F. In the event that City terminates the Contract, City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Contract; provided, however, that City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Contract. Consultant shall, not later than ten (10) calendar days after termination of this Contract by City, furnish to City such financial information as in the judgment of the City's representative is necessary to determine the reasonable value of the services rendered by Consultant.
- G. In no event shall the termination or expiration of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

**SECTION 4. MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT**

- A. City shall make its facilities accessible to Consultant as required for Consultant's performance of its services under this Contract, and, upon request of Consultant, provide labor and safety equipment as required by Consultant for such access.
- B. Pursuant to the City's business license ordinance, Consultant shall obtain a City business license prior to commencing work.
- C. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals that are legally required for Consultant to practice its profession.
- D. Consultant shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow City to exercise discretion or control over the professional manner in which Consultant performs under this Contract; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of City is to insure that services are rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to state and federal governments which would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose relating to Consultant's compensation. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other City benefit. No party shall be the agent of, or have a right or power to bind, the other Party without its express written consent.
- E. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.
- F. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed or subcontracted without the prior written approval of City. Consultant may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of City. Independent contractors and subcontractors shall be provided with a copy of this Contract and Consultant shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions

of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors as City's Risk Manager shall determine to be necessary.

- G. Consultant, at such times and in such form as City may require, shall furnish City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs or obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- H. Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by City to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of City. Consultant shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by City.
- I. Consultant shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of Consultant's profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Contract shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Contract.
- J. All completed reports and other data or documents, or computer media including diskettes, and other materials provided or prepared by Consultant in accordance with this Contract are the property of City, and may be used by City. City shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Consultant. City shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from City's use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except for use by City on those portions of the City's project for which such items were prepared.
- K. Consultant, including its employees, agents, and subconsultants, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Consultant shall comply with all requirements of the Political Reform Act (Government Code § 8100 et seq.) and other laws relating to conflicts of interest, including the following: 1) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and 2) if required by the City Attorney, Consultant shall file financial disclosure forms with the City Clerk.

**SECTION 5. INSURANCE**

A. Unless modified in writing by City’s Risk Manager, Consultant shall maintain the following noted insurance during the duration of the Contract:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Commercial General Liability	X	
Comprehensive Vehicle Liability	X	
Workers’ Compensation and Employers’ Liability	X	
Professional Liability (Errors and Omissions)	X	

(Place an “x” in the appropriate box)

B. Coverage shall be at least as broad as:

1. Insurance Services Office form number CG-0001, Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage;
2. Insurance Services Office form number CA-0001 (Ed. 1/87), Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles;
3. Statutory Workers’ Compensation required by the Labor Code of the State of California and Employers’ Liability Insurance in an amount not less than \$1,000,000 per occurrence. Both the Workers’ Compensation and Employers’ Liability policies shall contain the insurer’s waiver of subrogation in favor of City, its elected officials, officers, employees, agents and volunteers;
4. Professional Liability (Errors and Omissions) Insurance, appropriate to Consultant’s profession, against loss due to error or omission or malpractice in an amount not less than \$1,000,000.

C. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. The General Liability shall contain or be endorsed to contain the following provisions:

1. City, its elected officials, officers, employees, and agents are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Consultant; premises owned, leased or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents and volunteers.
  2. The insurance coverage of Consultant shall be primary insurance as respects City, its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents and volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
  3. Coverage shall state that the insurance of Consultant 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.
  4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days' prior written notice has been given to City. In addition, Consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) calendar days' prior written notice has been given to City.
  5. The City of Redding, 777 Cypress Avenue, Redding, California 96001, shall be the certificate holder.
- E. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.
- F. Consultant shall designate the City of Redding as a Certificate Holder of the insurance. Consultant shall furnish City with certificates of insurance and original endorsements effecting the coverages required by this clause. Certificates and endorsements shall be furnished to: Risk Management Department, City of Redding, 777 Cypress Avenue, Redding, CA 96001. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager prior to the commencement of contracted services. City may withhold payments to Consultant if adequate certificates of insurance and endorsements required have not been provided, or not been provided in a timely manner.
- G. The requirements as to the types and limits of insurance coverage to be maintained by Consultant as required by Section 5 of this Contract, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities



and obligations otherwise assumed by Consultant pursuant to this Contract, including, without limitation, provisions concerning indemnification.

- H. If any policy of insurance required by this Section is a “claims made” policy, pursuant to Code of Civil Procedure § 342 and Government Code § 945.6, Consultant shall keep said insurance in effect for a period of eighteen (18) months after the termination of this Contract.
- I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Consultant shall immediately notify City’s Risk Manager by telephone at (530) 225-4068. No later than three (3) calendar days after the event, Consultant shall submit a written report to City’s Risk Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Consultant’s insurance company; and 4) a detailed description of the damage and whether any City property was involved.

**SECTION 6. INDEMNIFICATION AND HOLD HARMLESS**

- A. Consistent with California Civil Code § 2782.8, when the services to be provided under this Contract are design professional services to be performed by a design professional, as that term is defined under Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify protect, defend and hold harmless, City, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney’s fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the negligence, recklessness, or willful misconduct of Consultant, its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the City.
- B. Other than in the performance of professional services by a design professional, which is addressed solely by subdivision (A) of this Section, and to the fullest extent permitted by law, Consultant shall indemnify protect, defend and hold harmless, City, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney’s fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of the performance of the services required under this Contract by Consultant its officers, employees or agents in the performance of professional services under this

Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the City.

- C. The Consultant's obligation to defend, indemnify and hold harmless shall not be excused because of the Consultant's inability to evaluate liability. The Consultant shall respond within thirty (30) calendar days to the tender of any claim for defense and indemnity by the City, unless this time has been extended in writing by the City. If the Consultant fails to accept or reject a tender of defense and indemnity in writing delivered to City within thirty (30) calendar days, in addition to any other remedy authorized by law, the City may withhold such funds the City reasonably considers necessary for its defense and indemnity until disposition has been made of the claim or until the Consultant accepts or rejects the tender of defense in writing delivered to the City, whichever occurs first. This subdivision shall not be construed to excuse the prompt and continued performance of the duties required of Consultant herein.
- D. The obligation to indemnify, protect, defend, and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Contractor.
- E. City shall have the right to approve or disapprove the legal counsel retained by Consultant pursuant to this Section to represent City's interests. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing the obligations set forth in this Section.

**SECTION 7. CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES**

- A. This Contract shall be deemed to have been entered into in Redding, California. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by California law, and any action brought by either party to enforce any of the terms of this Contract shall be filed in the Shasta County Superior Court. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
- B. This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by a writing signed by City and Consultant. No verbal agreement or conversation with any official, officer, agent or employee of City, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Contract.

- C. No covenant or condition to be performed by Consultant under this Contract can be waived except by the written consent of City. Forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by Consultant of said covenant or condition is complete, City shall be entitled to invoke any remedy available to City under this Contract or by law or in equity despite said forbearance or indulgence.
- D. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- E. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.
- F. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.
- G. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by City shall prevail over those prepared by Consultant.

**SECTION 8. SURVIVAL**

The provisions set forth in Sections 3.E., 3.F., 4.E., 4.H., 4.J., 5, 6, 7.A., 7.B., 7.D., and 7.G. of this Contract shall survive termination of the Contract.

**SECTION 9. COMPLIANCE WITH LAWS - NONDISCRIMINATION**

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

- B. In the performance of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. 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.

**SECTION 10. REPRESENTATIVES**

- A. City's representative for this Contract is \_\_\_\_\_, telephone number (530) \_\_\_\_\_, fax number (530) \_\_\_\_\_. All of Consultant's questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.
- B. Consultant's representative for this Contract is \_\_\_\_\_, telephone number ( ) \_\_\_\_\_, fax number ( ) \_\_\_\_\_. All of City's questions pertaining to this Contract shall be referred to the above-named person.
- C. The representatives set forth herein shall have authority to give all notices required herein.

**SECTION 11. NOTICES**

- A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10) and delivered by facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

<b>To City:</b>	<b>To Consultant:</b>
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- B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.
- C. Notice shall be deemed effective upon: 1) personal service; 2) two calendar days after mailing or transmission by facsimile, whichever is earlier.

**SECTION 12.      AUTHORITY TO CONTRACT**

- A. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.
- B. When the Mayor is signatory to this Contract, the City Manager and/or the Department Director having direct responsibility for managing the services provided herein shall have authority to execute any amendment to this Contract which does not increase the amount of compensation allowable to Consultant or otherwise substantially change the nature or scope of the services provided herein.

**SECTION 13.      DATE OF CONTRACT**

The date of this Contract shall be the date it is signed by City.

**IN WITNESS WHEREOF**, City and Consultant have executed this Contract on the days and year set forth below:

**CITY OF REDDING,  
A Municipal Corporation**

**Dated:** \_\_\_\_\_, 2007

\_\_\_\_\_  
**By:**

**ATTEST:**

**APPROVED AS TO FORM:**

**RICHARD A. DUVERNAY  
City Attorney**

\_\_\_\_\_  
**CONNIE STROHMAYER, City Clerk**

\_\_\_\_\_  
**By:**

**CONSULTANT**

**Dated:** \_\_\_\_\_, 2007

\_\_\_\_\_  
**By:**

**Tax ID No.:** \_\_\_\_\_

**Attachments:**

- Exhibit A (Scope of Work)**
- Exhibit B (Payment Terms)**