



City of Shasta Lake, California

REQUEST FOR PROPOSALS FOR ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES

FOR DESIGN FOR THE REHABILITATION OF AN EXISTING BUILDING FOR A
NATIVE AMERICAN CULTURAL RESOURCE CENTER
PROPOSALS MUST BE DELIVERED TO THE CITY
NO LATER THAN SEPTEMBER 30, 2009 AT 4:00 PM

The City of Shasta Lake (City) owns an existing building located at 4755 Shasta Dam Blvd, Shasta Lake, CA (APN No. 005-250-014) that is to be rehabilitated to house a Native American Cultural Resource Center. It is the intent of the City to hire a Consultant to provide preliminary and final design services, including the preparation of contract documents (plans, specifications, and construction cost estimates) ready for bid.

The project will consist of rehabilitation of an existing single story block building of approximately 6,000 square feet. The building will be designed to house a museum for Native American artifacts, office space, kitchen, gift shop, and multi-purpose room.

The City has secured funding for design and construction of the project through the State of California Department of Housing and Community Development CDBG Program Native American Allocation. **Total construction budget for this project including design is \$440,000.00**

Consultants are invited to submit proposals in accordance with the requirements of this Request for Proposals (RFP). A Professional Services Agreement is expected to be executed no later than November 17, 2009, and the project to be complete by October 30, 2010. The actual time frame to complete this project will be negotiated with the successful Consultant. Any consultant responding to the RFP must be willing to commit the necessary resources to the project within a mutually agreed upon schedule.

1. Background

The City applied for and was awarded a \$1,000,000 grant from the State of California Department of Housing and Community Development Community Development Block Grant (CDBG) Native American Allocation. In June 2009, the City purchased an existing 6,000 square foot block building located at 4755 Shasta Dam Blvd., Shasta Lake, CA 96019 (APN: 005-250-014). The intent of this purchase was to rehabilitate the existing structure to accommodate the Native American cultural resource center. The Toyon Wintu Center, Inc. a non-profit corporation will occupy the facility and operate the museum and gift shop. Toyon Wintu Center, Inc. will be actively involved in the design and layout of the facility. Parking and landscape design will be a part of the project.

2. Scope of Work

The consultant selected for this project will possess the expertise, knowledge, experience, and ability to provide the professional services for the entire project from design concept through construction.

Specifically, the City will need the following professional services:

Task A: Data Collection

The Consultant shall conduct all data collection activities and gather all information necessary to establish the design criteria. The City will provide the consultant with assistance and information needed to further work on the project. This will include, but may not be limited to, the following:

- Site assessment of the existing building.
- Review of existing plans and inspection reports to determine work to be completed.
- Interviews and frequent meeting(s) with City staff, Toyon Wintu Center, Inc., and any other affected party to discuss the needs/wants for design of the facility.
- Space needs assessment.
- Other information or data in possession of the City which could aid in project design.

Task B: Preliminary Design

The Consultant will provide preliminary design services sufficient to describe the size, character, auxiliary systems, and other necessary essentials to provide the City with a design concept of the proposed facility that is compatible with the space needs assessment and cost estimate. 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;
- Options for built-in display cases;
- Options for a functional kitchen facility;
- Options for new roof - roofing materials and plans;
- Schematic mechanical and electrical systems;
- Parking plan and circulation;
- Landscape plan;
- Cost Estimates broken down by structural, mechanical, electrical, landscaping, and contingencies, and;
- Miscellaneous additional and/or optional features.

The Consultant should anticipate two (2) iterations of preliminary design review (60%, 90%) before the final design parameters are determined.

Task C: Final Design

The Consultant shall provide final design services and shall prepare all contract documents (construction plans, specifications, and cost estimates) for the project. Final design services shall include, but not be limited to, the following:

- Prepare all design calculations, plans, technical specifications, special provisions and engineer's cost estimates, and conduct all other appropriate architectural and engineering services necessary to provide complete contract documents, ready for public bid (all design work shall comply with any and all appropriate federal, state and local design codes and guidelines, including fire protection and building codes);
- Coordinate with any and all utilities required to ensure horizontal and vertical conflicts are identified and resolved through design or relocation;
- Construction plan deliverables for review shall be submitted at the final design stages listed herein, with drawings reduced by 50%. Ten (10) sets shall be submitted at each review stage to allow the City and other appropriate agencies to provide a thorough review of the project documents. 100% final construction plans shall be delivered in the following formats:
 - 22" x 34" mylars, complete with final signatures, ready for reproduction;
 - Portable Document Format (.PDF) file(s) of final plans complete with final signatures on PC-compatible CD or DVD; and
 - AutoCAD drawing format files (.DWG, AutoCAD 2009 format) of final plans (signatures not required) on PC-compatible CD or DVD.

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

- 8 ½" x 11", complete with final signatures, ready for reproduction;
 - Portable Document Format (.PDF) file(s) of final specifications complete with final signatures on PC-compatible CD or DVD; and
 - Microsoft Word 2007 format (.DOCX) files of final specifications (signatures not required) on PC-compatible CD or DVD.
- Estimates for review shall be submitted at the final design stages listed herein, with estimates on 8 ½" x 11" reproducible paper. Ten (10) sets shall be submitted at each review stage to allow the City and other appropriate agencies to provide a thorough review of the project documents. The 100% final estimate shall be delivered in the following formats:
 - 8 ½" x 11" hardcopy;
 - Portable Document Format (.PDF) file of final estimate on PC-compatible CD or DVD; and
 - Microsoft Excel 2007 format (.XLSX) file of final estimate on PC-compatible CD or DVD.

Formal deliverables (plans, specifications and estimates) shall occur at the 60%, 90%, and 100% completion points for City and agency review. Submittal formats shall follow the City guidelines.

The Consultant shall respond to, and incorporate, if appropriate, any and all comments received from the City or other regulatory agency or utility.

Task D: Assistance During Bidding & Construction

The Consultant shall provide assistance to the City during the bidding and construction phases of the project to ensure the contractor understands all technical aspects of the design and any design changes. This work shall include, but may not be limited to, the following:

- Be present at the 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 response to requests for information related to design technical issues encountered;
- Prepare design clarifications to clarify the design intent;
- Prepare as-built drawings following construction from mark ups by the contractor and resident engineer.

3. Site Inspection

The City will make the facility available to consultant with proper notice. City of Shasta Lake will open the facility on September 9 & 10 from 9:00 a.m. to 11:00 for all interested parties to visually tour the facility and staff will be available for questions.

4. Proposal Format and Content:

The proposal shall include as a minimum the following information:

- a. Cover/Transmittal Letter - The Letter must be signed by a member of the organization having the authority to enter into contracts on behalf of the company. **Cover letter must also acknowledge receipt of any and all addenda issued for this RFP.** If in doubt as to the status of addenda, contact Program Manager - Jessaca Lugo.
- b. 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.
- c. 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.

- d. 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 for any personnel or subconsultants.
- e. Project Management – Describe how the project will be planned and controlled. Include a project schedule through completion of construction, together with a tentative schedule.
- f. Consultant Fee- In a separate sealed envelope, 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.
- g. Related Experience – provide details for all similar projects in progress or completed over the last five (5) years that are comparable to this project. Include the name and contact phone number for an agency representative and associated cost of each project. Direct design experience centers of cultural theme will receive consideration during evaluation of the proposals.

Each proposer acknowledges that the City shall not be liable 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.

5. Evaluation Criteria and Selection Process

Although consulting fees are an important component of the proposal, they will not be the determining factor in selecting a consultant for this project. 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 architectural and engineering services that address pragmatic, functional, operational and aesthetic needs.

The selection procedure will involve an initial screening and ranking of consultants by the Selection Committee, and as may be necessary, an oral interview with one or more of the higher ranked consultants by a Selection Committee. After the proposals have been ranked, the Committee will then open the sealed envelopes containing proposed fees. After reviewing the fees, the Selection Committee will make a selection from the top ranked firms for recommendation to the City Manager and City Council to proceed with contract negotiations. The Committee may request additional information or discussions of fees or other issues prior to making the recommendation.

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

- a. Understanding of the scope of work to be done.
- b. Ability to meet established timeline.
- c. Design ideas that result in energy or cost savings
- d. Present workload and staff availability.
- e. Financial responsibility (years in business, number of projects completed, annual volume of work in dollars, etc.).
- f. Experience with design and engineering of similar projects.
- g. Qualifications of the project team.
 1. Current relevant experience on similar projects in small cities.
 2. Experience and expertise of the Project Manager and other key personnel.
 3. Experience and expertise of sub-consultants (if applicable).
 4. Geographic location and availability of the Project Manager and other team members.
 5. Completeness and quality of the qualification statement.
 6. The submitting firm and sub-consultants must be licensed in California.

5. Submittal

Pages in the proposal shall be typed and double sided with the maximum number of pages of proposal information (excepting front and back cover sheets, index sheet, blank pages, resume's and table of contents) to be limited to forty (40) pages typed front and back (20 pieces of paper).

The consultant shall submit a digital copy on disk and ten (10) bound copies of the proposal in a sealed box or envelope clearly marked with the consultant's name and the words: **Proposal for Native American Cultural Resource Center**. A fee schedule as described in Paragraph 3 (f) above, in separate sealed envelope clearly marked with the Consultant's name and words **Fee Schedule for Native American Cultural Resource Center**.

The proposals must be delivered to the City of Shasta Lake, 1650 Stanton Drive, Shasta Lake, CA no later than Wednesday, September 30, 2009 at 4:00 PM

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

Project Timetable

- August 17 thru September 30, 2009 - Request for Proposal Advertisement Period
- Open House of Facility, 4755 Shasta Dam Blvd – September 9 & 10 from 9:00 a.m. to 11:00 a.m.
- Proposals due – September 30, 2009, 4:00 p.m.
- Project Committee review of proposals – October 6-9
- Finalist interviews by Selection Committee – October 13-16, 2009.
- Committee makes final selection of consulting firm – October 21, 2009.
- Fee and contract negotiations begin – October 28-30, 2009.

- City Council considers completed contract – November 17, 2009
- Construction complete – October 30, 2009

6. City Contact

Jessaca Lugo, Program Manager

City of Shasta Lake

1650 Stanton Drive

Shasta Lake, CA 96019

530-275-7464

jessaca.lugo@ci.shasta-lake.ca.us

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

7. Standard Consultant Agreement

The Consultant selected to provide the scope of services shall use the City standard Professional Services Agreement. A template 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.

8. Attachments

- City of Shasta Lake's *Professional Services Agreement*
- Current title report (available upon request)
- Year 1977 – 4755 Shasta Dam Blvd, drawings and plans (available on request)



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SHASTA LAKE AND**

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

1. SCOPE OF SERVICES

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

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

2. COMPENSATION AND REIMBURSEMENT OF COSTS

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

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

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

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

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

3. TERM OF AGREEMENT

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

4. CITY'S DUTIES

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

5. ADVERTISEMENTS, PERMITS, ACCESS

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

Consultant represents and warrants to City that it has all licenses, permits, qualifications and

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

6. RELATIONSHIP OF PARTIES, NO THIRD-PARTY BENEFICIARIES

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

7. SUBCONTRACTS

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

8. NO DISCRIMINATION

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

9. INSURANCE REQUIREMENTS

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

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

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

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

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

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

1. The City of Shasta Lake (City) and the Shasta Lake Redevelopment City, their officials, employees, agents and designated volunteers are to be covered as insureds as relates to liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City or the City, their officials, employees, agents or designated volunteers.
2. The Consultant's insurance coverage shall be primary noncontributing insurance as relates to any other insurance or self-insurance available to the City of Shasta Lake, the Shasta Lake Redevelopment City, their officials, employees, agents or designated volunteers. Any insurance, or self insurance maintained by the City or the City, its officials, employees or designated volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or designated volunteers.

4. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 6. The insurer agrees to waive all rights of subrogation against the City, its officials, employees, agents and designated volunteers for losses arising from work performed by the Consultant for the City.
 7. All endorsements to policies shall be executed by an authorized representative of the insurer.
- b) **Workers Compensation Coverage.** The insurer will agree to waive all rights of subrogation against the City, its officials, employees, agents and designated volunteers for losses arising from work performed by the Consultant for the City.
- c) **Unemployment & Disability Insurance Coverage.** Consultant agrees to provide all employees unemployment and disability insurance coverage as governed by State law.
- d) **All Coverage.**
1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 2. Policies shall have concurrent starting and ending dates.

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

10. INDEMNITY AND HOLD HARMLESS

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

11. STANDARD OF PERFORMANCE

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

12. RELIANCE UPON DATA, DOCUMENTS AND RECORDS

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

13. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC MEDIA DELIVERABLES

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

specifications or other work product prepared by Consultant, except use by City on those portions of Project for which such items were prepared.

14. RESOLUTIONS OF DISPUTES, ATTORNEYS FEES

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

15. CONFLICT OF INTEREST.

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

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

Initials

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

16. TERMINATION OF AGREEMENT

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

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

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

In the event City terminates this Agreement:

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

17. COMPLIANCE WITH LAWS

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

18. REPRESENTATIVES OF THE PARTIES

The City's representative for this Agreement is:

City of Shasta Lake
1650 Stanton Drive
Shasta Lake, CA 96019
530.275.7400
FAX 530.275.7412

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

The Consultant's representative for this Agreement is:

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

19. NOTICES

All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 17 above), and delivered by facsimile with a

hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

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

To Consultant::

20. ENTIRE AGREEMENT

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

21. SEVERABILITY

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

22. EMPLOYMENT STATUS

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

23. HEADINGS, ASSIGNMENT AND WAIVER

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

24. AUTHORITY

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

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

CITY OF SHASTA LAKE

By: _____
CAROL MARTIN
City Manager

CONSULTANT

By: _____