



REQUEST FOR QUALIFICATIONS

**IMPLEMENTATION OF DESIGN/BUILD ENERGY EFFICIENCY
PROJECT AT THE ANDERSON WATER POLLUTION CONTROL
PLANT
CITY OF ANDERSON,
SHASTA COUNTY**

Due Date:

**April 11, 2018
City of Anderson
City Hall
Public Works Department
1887 Howard Street
Anderson, CA 96007**

INTRODUCTION

The City of Anderson (City) is seeking U.S. Department of Energy (DOE) listed energy services companies (ESCOs) to submit a Statement of Qualifications (SOQ) for implementing and executing a design/build performance contract for energy, water and wastewater services to be funded through State grants, zero or low interest loans.

The ESCO services contract is expected to be awarded within 30 days following the close of the Request for Qualifications (RFQ) submittal deadline. The City intends to select a single consultant team for all aspects of the work. Any ESCO responding to the RFQ must be willing to commit the necessary resources to the project within a mutually agreed upon schedule.

RFQ TIMELINE

- **RFQ Due: 2:00 PM April 11, 2018**
City of Anderson
Public Works Department
1887 Howard Street
Anderson, CA 96007
Attn: Darla Tilley
- **Non-Mandatory Pre-Conference Meeting: 10:00 AM March 28, 2018**
Public Works Department
1887 Howard Street
Anderson, CA 96007
- **Last Day for questions: 11:00 AM, April 5, 2018**
- **Anticipated selection date: April 25, 2018**
- **City Council Approval Date: April 17, 2018**

BACKGROUND

The City of Anderson is located at the north end of California's Sacramento Valley approximately ten miles south of the City of Redding and 150 miles north of Sacramento. The City is situated immediately adjacent to and southwest of the Sacramento River in south central Shasta County.

Anderson was incorporated in 1956. The City encompasses approximately 6.6 square miles and has a population of 10,567, and maintains comprehensive utility infrastructure including water supplies, to serve all City residents and existing businesses.

SCOPE OF SERVICES

The City is interested in implementing a comprehensive range of energy services and energy related capital improvements to the City's Water Pollution Control Plant (WPCP) using a performance-based contract with guaranteed savings. This acquisition tool shall require no capital cost to the City. The primary focus of the successful ESCO consultant will be the execution of an energy efficiency project at the WPCP.

Required services the selected ESCO shall provide to the City includes, but are not limited to:

- Preparation of Preliminary Assessments (PAs) for selected potential energy conservation measures (ECMs). The assessment will identify and individually list ECMs at the City's Water Pollution Control Plant and outline a precise implementation cost, energy savings, and the funding and payback method for each ECM. The assessment will identify and individually list ECMs and outline a precise implementation cost, energy savings and timeframe for payback for each ECM.
- Performance of Investment Grade Audits (IGAs) for any mutually selected ECM projects.
- The ESCO will coordinate with the State of California, City of Anderson, and local service utilities to acquire 100 percent of the financing to fully fund the proposed ECM design/build project using State of California Clean Water Revolving Fund financing on behalf of the City. The ESCO's experience in obtaining State of California Clean Water State Revolving Fund grant/loan financing for previous ECM's will be evaluated by the City in the selection process.
- Planning and Design – The selected ESCO shall provide a complete planning and design of the ECM system selected by the City, including a preliminary design of the selected ECM project for submission to the State of California funding agency. The ECM project planning and design shall be performed by or supervised by a professional engineer registered in the State of California. The selected ESCO will coordinate with the City to secure approvals from required local, state, and federal agencies and will comply with all applicable codes and statutes including obtaining all permits and licenses prior to construction.
- Construction and Construction Management Services – The selected ESCO will provide "turn-key" project construction of the selected WPCP energy efficiency systems. This will include procurement, installation, Q/C testing, site management during construction, and all coordination with ancillary subcontractors involved with the project. The type and manufacturer of the approved ECM equipment purchased for the project and any subcontractors will

be selected and stated by the ESCO in the PA phase of the project, but shall be approved by the City prior to project construction.

- Implementation of measurement and verification (M&V) protocols. The selected ESCO will be required to verify operation of the installed equipment or systems, provide an independent QC testing firm to perform quality control of the installation and provided equipment, compare current usage to the previous year's WPCP usage, and verify guaranteed savings. The City must witness M&V activities, review calculations, analyze QC testing data, examine pre and post utility bill records, and other elements of the baseline to confirm that the M&V plan is followed and achieved. The ESCO shall provide M&V of project energy savings for no less than 12 months after commissioning of the project at no additional cost to the City.
- Project documentation, maintenance and training – The ESCO will provide training to the City personnel on proper operation and maintenance of new and retrofitted equipment and systems. This training shall be provided during project commissioning.
- Commissioning – The selected ESCO will provide a commissioning of all systems to assure proper installation and performance.
- Warranty - The ESCO shall provide extended warranties for 12 months after commissioning for all installed ECM systems.

The Scope of Services includes, but is not limited to, site analysis, environmental project review and documentation, technical assessments, project preliminary and final design, and financial assessments necessary and required for submittal and award of grant/loan funding to construct the qualifying energy saving recommendations. This includes a good faith outreach to local Disadvantaged Business Enterprises (DBE) as well as following any Davis-Bacon wage requirements.

All deliverables will be submitted to the City in hard copy and original electronic format (i.e. Excel, Word, AutoCAD, etc.). All work produced by ESCO and paid for by the City, for this project will become property of the City of Anderson and it is expected that information pertinent to this project will be shared freely with the public, outside agencies, and all City employees involved in the project.

A non-mandatory pre RFQ conference will be held for interested consultants at the City of Anderson office 1887 Howard Street, Anderson, CA 96007, at 10:00 a.m., on March 28, 2018, to discuss the requirements and conditions of the ECM project. A field review of the Anderson Water Pollution Control Plant will follow this meeting. All potential Consultants are urged to attend.

Public Participation

This phase includes preparation of legally required notices to the public, property owners, and Responsible and Trustee agencies including but not limited to DFW/FWS, RWQCB, SCAQMD and others.

Project Specific Website Support and Progress Reports

Throughout the entire project the City is requesting regular bi-monthly updates to be provided to the responsible City staff. This will include but is not limited to project schedule, meeting minutes/notes, agency correspondence and chronology of events. All project correspondence should be given to the City in a format that is easily reviewed and modified as necessary, and shall include images along with the text.

DESIGN and PROJECT DEVELOPMENT

RESPONSIBILITIES

City Will:

- A. Provide ESCO with requested WPCP utility billings for electricity and gas, as requested.
- B. Provide ESCO complete access to WPCP facilities for the purpose of performing energy efficiency analysis, measuring energy use, taking equipment inventory, determining operating schedules, identifying known operational deficiencies. Provide ESCO with complete operating procedures for the Anderson Water Pollution Control Plant, including O&M costs.
- C. Provide ESCO access to key personnel to discuss operating requirements.
- D. Provide ESCO equipment lists and copies, or the loan of facility plans, for the purpose of facilitating understanding of the characteristics and the current sequences of operation.
- E. Provide necessary information and services for preparing grant, including assisting in the completion of the General Information Package, Technical Package, Environmental Package and Financial Security Packages for the SCWG program.
- F. Meet with ESCO to establish project criteria and make project decisions necessary for ESCO to complete in a timely manner.
- G. Inform ESCO at the point in which Customer becomes aware of any portions of scope that will not be included or funding that will not be available for final project implementation.
- H. Should the City move forward with an Energy Services Construction Agreement, under California Contract Code 4217; City will complete legal review of ESCO's said Agreement thirty (30) days prior to project completion of Investment Grade Audit.

ESCO Will:

- A. Assist City in preparing grant application, including preparation of a preliminary design of the proposed project for submission to the State of California, assisting in the completion of the General Information Package, Technical Package, Environmental Package and Financial Security Packages for the SCWG program.
- B. Conduct a project programming meeting, facility walk-through(s) and personnel interview(s) to gain an understanding of facility operations, concerns, needs, and desired performance criteria.
- C. Work with City to refine performance requirements, financial criteria, and project scope of work.

- D. Provide City a final list of equipment, subcontractors, software, construction and post construction support costs.
- E. Provide the City a final and guaranteed energy and operational cost savings analysis demonstrating the simple ROI effect of project finances and operations.
- F. Provide City a Net Present Value lifecycle financial analysis cash flow.
- G. Provide City with a next step construction agreement, called an Energy Services Agreement (ESA) including a section detailing a post construction Performance Assurance Support Services (PASS) plan for the facilities. PASS services will detail training, measurement and verification of energy savings and a guarantee of energy savings.
- H. Provide City a final construction completion schedule.

Insurances:

Prior to commencement of services, the ESCO must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the City of Anderson as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned/Hired Automobiles, Errors and Omissions insurance; and Professional Liability or Malpractice Insurance. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

Project Timeline

The City proposed start date for this project is April 30, 2018 and a completion date of November 15, 2018. The Consultants response to the RFQ must describe how your firm will respond to this timeline.

PROPOSAL FORMAT

Proposals shall contain an executive summary and shall clearly articulate how services identified in the scope of services will be provided, qualifications, experience, references and all of the information requested herein. Proposals shall not exceed 40 pages including any graphics and or attachments and shall be submitted in an original electronic version on a labeled CD (Word, Excel etc.) and a paper original with FOUR (4) copies.

One (1) copy of a separate Fee Proposal shall be submitted in a separate sealed envelope marked **"RFQ Implementation Of Design/Build Energy Efficiency Project At The Anderson Water Pollution Control Plant"**

The proposal shall address the following section in order; refer to the scope of services for project specific information:

1. Cover Page
2. Section 1: Management Plan – Describe your company's proposed management approach to this project from preliminary assessment, design, construction, to commissioning of the final project. Include information on project management and scheduling. Describe your company's capabilities in providing the services required in the Scope of Services.
3. Section 2: Services and Technologies – Describe the services that will be provided by your company. Describe some of the technologies the City might expect would be implemented under the proposed project.
4. Section 3: Personnel – Provide information describing the capabilities and experience of the company personnel who will be involved in this project. Describe the role which each of these people would play in the project assessment, management, design, implementation and construction of this project. Provide professional resumes for key people (no more than one page per person). Indicate the education and professional licensing of each person as it relates to this project (e.g., professional engineer, certified energy manager, etc.). Designate an individual as overall project manager.
5. Section 4: Verification of Energy Savings – Describe the methodologies that may be used to verify and guarantee the City's realized energy savings. Include an explanation of how savings calculations will be adjusted to reflect changes in weather, current and future treatment plant flows, equipment life cycle costs, solar panel efficiencies, etc.
6. Section 5: Experience and References – Provide your company's California Contractor's license and DOE certification. Present information that describes your company's experience with water and wastewater energy design/build delivery method and performance contracting method of providing the services described in this RFQ qualifications. Also indicate the experience of the key personnel you plan to use on the project. Provide a list of at least five (5) completed California municipality ECM projects implemented by your company over the past 10 years. Please use the list below to describe each project and limit your responses to no more than one page per project:
 - a. Project title and location
 - b. Type of Contract

- c. Nature of your firm's responsibility
- d. Contract amount
- e. Name, address, and telephone number of contact person
- f. Start date and end date, if complete
- g. Current status
- h. Energy conservation opportunities implemented
- i. Original project cost and final project cost, if completed.

7. Section 6: California Capabilities – Provide a copy of your company's California contracting license. Indicate how long your company has held this license. Provide a list of professional engineering licenses held in the State of California by full time employees of your company. Answer the following questions:
- a. What is your company's office address that will serve the City of Anderson for the duration of the project?
 - b. How many employees working directly on energy conservation projects work at this location?
 - c. Has your company secured State of California Clean Water State Revolving Fund grant/loan financing? If yes, list the projects and the grant/loan amounts.

8. Section 7: Summary of last 3 years ESCO financials

9. Section 8: Litigation history for last 10 years

10. Section 9: Additional information ESCO deems relevant

If not included elsewhere, please include under Section 3:

- Include name, address and telephone number of primary firm submitting proposal and identify each sub-consultant, if any, including name, address and telephone number.
- Describe the working relationship and duties of the proposed prime and sub-consultants, if any
- Provide a profile of the sub-consultant firm including types of services offered, the year firm was established.
- Include a statement to the effect that the proposed Project Team will be available to work on the Project in the roles specified with the proposed timeline and will not be reassigned, removed or replaced without the consent of the City.

EVALUATION CRITERIA

A Review/Selection Committee made up of City staff will evaluate the submittals based on the proposals and, if necessary, an oral interview will be held to determine which ESCO is best qualified to perform the work for this project. The Committee will then

determine a ranking of the ESCO, after which time the ESCO fee envelopes will be opened and tabulated. The ESCO fees will be evaluated to determine if the amount of the fee is considered a reasonable cost for the work. If the top ranked ESCO has submitted a reasonable fee, the Committee will make a recommendation to the City Manager that negotiations with the top ranked Consultant begin. The City Manager may require additional information prior to directing staff to negotiate a final scope and fee with the top ranked ESCO. In the event that the top ranked ESCO submits a fee that is not considered a reasonable cost for the work and the Contractor does not agree to adjust the fee to an acceptable level, the City reserves the right to bypass the top ranked ESCO and to negotiate with the second ranked ESCO.

The following items, as they relate to the Scope of Services Tasks described above, will be used by the committee to assist in the ranking of the ESCO's proposal and the oral interview:

1. Project Management
 - a. Experience and Qualifications of the project manager.
 - b. Clear assignment of responsibility for various project tasks to specific individuals. All individuals with major responsibility for the project's technical design, management, and negotiations will be requested to attend an oral interview, if applicable.
 - c. Quality of communication skills of the ESCO representatives.
 - d. Ability to coordinate project construction with the State of California, local utilities, subcontractors, equipment suppliers and City personnel.
 - e. Quality of provisions for training City staff.
 - f. Prior experience working with municipalities and the State of California Clean Water State Revolving Fund grant/loan financing.
2. Technical Approach
 - a. Understanding of the proposed project.
 - b. Experience and qualifications of the technical design professionals.
 - c. The number of past water and wastewater ECM projects that include similar technical measures proposed for inclusion in the City's ECM project and completed by ESCO personnel responsible for the project technical design.
 - d. Documented energy savings of previous water/wastewater ECM projects managed by the ESCO.
 - e. Comprehensiveness of the technical approach to the proposed project, based on improvements likely to be included and the conceptual design creativity demonstrated in the RFQ and oral interview.
3. Financial Approach
 - a. Financial soundness and stability of the ESCO.
 - b. Demonstrated ability to provide or arrange State of California project financing.
 - c. Financing arrangements and bonding for this project as required.
 - d. Quality and clarity of the financial savings calculation methodology.
 - e. Completeness of most recent ESCO annual financial report.

4. References

- a. Provide a list of projects similar in scope and size that your firm has been involved in the past five (5) YEARS. Failure to identify any projects will result in immediate disqualification.
- b. Ability to complete projects on time and within budget.
- c. Experience with similar types of projects.

The ESCO shall prepare an estimated fee for all work necessary to complete the Investment Grade Audit as described in the Scope of Work. Fees shall include all markups, overhead, and profit. The fixed fee shall be submitted in a sealed envelope along with copies of the proposal and shall not be opened until the interview/evaluation process has been completed. *Do not state cost for services anywhere in the proposal.*

Proposals may be submitted by U.S. Mail, or delivered in person to the City of Anderson Public Works Department by **2:00 pm on April 11, 2018** and addressed to:

**City of Anderson
Public Works Department
1887 Howard Street
Anderson, CA 96007
Attn: Darla Tilley**

The City reserves the right to waive non-substantial irregularities in any proposal, to reject any or all responses received as a result of this solicitation, to request additional information for the purposes of clarification, to extend the submission due date for; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means. The City may modify, clarify, or interpret the RFQ by sending an addendum to each firm that originally received or requested an RFQ. Any such addendum shall become part of the RFQ and of any contract awarded. The Proposer may make modifications to a proposal already submitted to the City, but must submit a written request to withdraw its proposal in order to make the modifications. It is the responsibility of the Proposer to ensure that modified proposals are resubmitted in accordance with the RFQ submittal deadline.

The City will not be liable for any costs incurred by the consulting firms' incidental to the preparation of proposals or for developing and carrying out interview presentations, if needed.

A Proposer may withdraw its proposal by submitting an email or written request to withdraw prior to 3:00 PM on April 6, 2018, in which event the proposal will be returned to the proposer.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Qualifications (RFQ) unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

Questions must be submitted to:

CITY CONTACT

Questions regarding this RFQ should be directed to:

Bruce Crom, P.E.
City of Anderson
1887 Howard Street
Anderson, CA 96007
(530) 378-6641

STANDARD CONSULTANT AGREEMENT

The ESCO selected to provide the scope of services shall primarily use the City's standard professional services agreement. A template copy of this agreement is attached to this RFQ (Exhibit A). Any proposed changes to this agreement must be approved by the City. Contractually required insurance coverage and endorsement information is shown in the body of the document.

ATTACHMENTS

1. Exhibit "A" City's Standard *Professional Services Agreement* Template
2. Exhibit "B" Project Site location
3. State of California Clean Water Revolving Fund Grant web page:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_forms.shtml

EXHIBIT "A"
CITY OF ANDERSON
PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTING SERVICES FOR CITY OF ANDERSON IMPLEMENTATION OF
DESIGN/BUILD ENERGY EFFICIENCY PROJECT AT THE ANDERSON WATER
POLLUTION CONTROL PLANT

This Agreement is entered into this ____ day of _____, 2018, by and between the City of Anderson, a California municipal corporation ("City"), and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.] ("Consultant").

I. RECITALS

A. Consultant desires to perform and assume responsibility for the provision of professional consultant services required by the City on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the City, dated _____, 2018, (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform those services

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. City desires to engage Consultant to render such services as set forth in this Agreement.

II. AGREEMENT

1. Scope of Services.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional consultant services ("Services"). The Services are more particularly described in Exhibit "A."

EXHIBIT "A"

2. Schedule of Services.

2.1 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the City and shall be undertaken and completed in a prompt and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit "A."

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

3. Fees and Payments.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A." The total compensation shall not exceed [INSERT WRITTEN DOLLAR AMOUNT] DOLLARS (\$[INSERT NUMBER]) without City's prior written approval.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

4. Changes.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. Responsibilities of Consultant.

5.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

EXHIBIT "A"

5.3 Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant or replaced with the written approval of the City which shall not be unreasonably withheld.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

5.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

6. Insurance.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

6.2 Types of Required Coverage. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

EXHIBIT "A"

6.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

EXHIBIT "A"

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

EXHIBIT "A"

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. Ownership of Materials and Confidentiality.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City's sole risk.

7.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

8. Accounting Records.

8.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the City and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

EXHIBIT "A"

9. Subcontracting.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. Termination of Agreement.

10.1 Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. General Provisions.

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

City of Anderson
1887 Howard Street
Anderson, CA 96007
Attn: Jeff Kiser, City Manager

Consultant:

Attn.: _____

EXHIBIT "A"

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

11.3 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

11.4 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

11.5 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

EXHIBIT "A"

11.6 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

11.8 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

11.9 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.10 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.12 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

11.13 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Shasta County.

11.14 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.15 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

11.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

EXHIBIT "A"

11.17 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

11.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

EXHIBIT "A"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF ANDERSON

[INSERT NAME OF CONSULTANT]

By: _____
Jeff Kiser
City Manager

By: _____
[Name]
[Title]

Attest:

Attest:

By: _____
Juanita Barnett
City Clerk

By: _____
[Name]
[Title]

Approved as to Form:

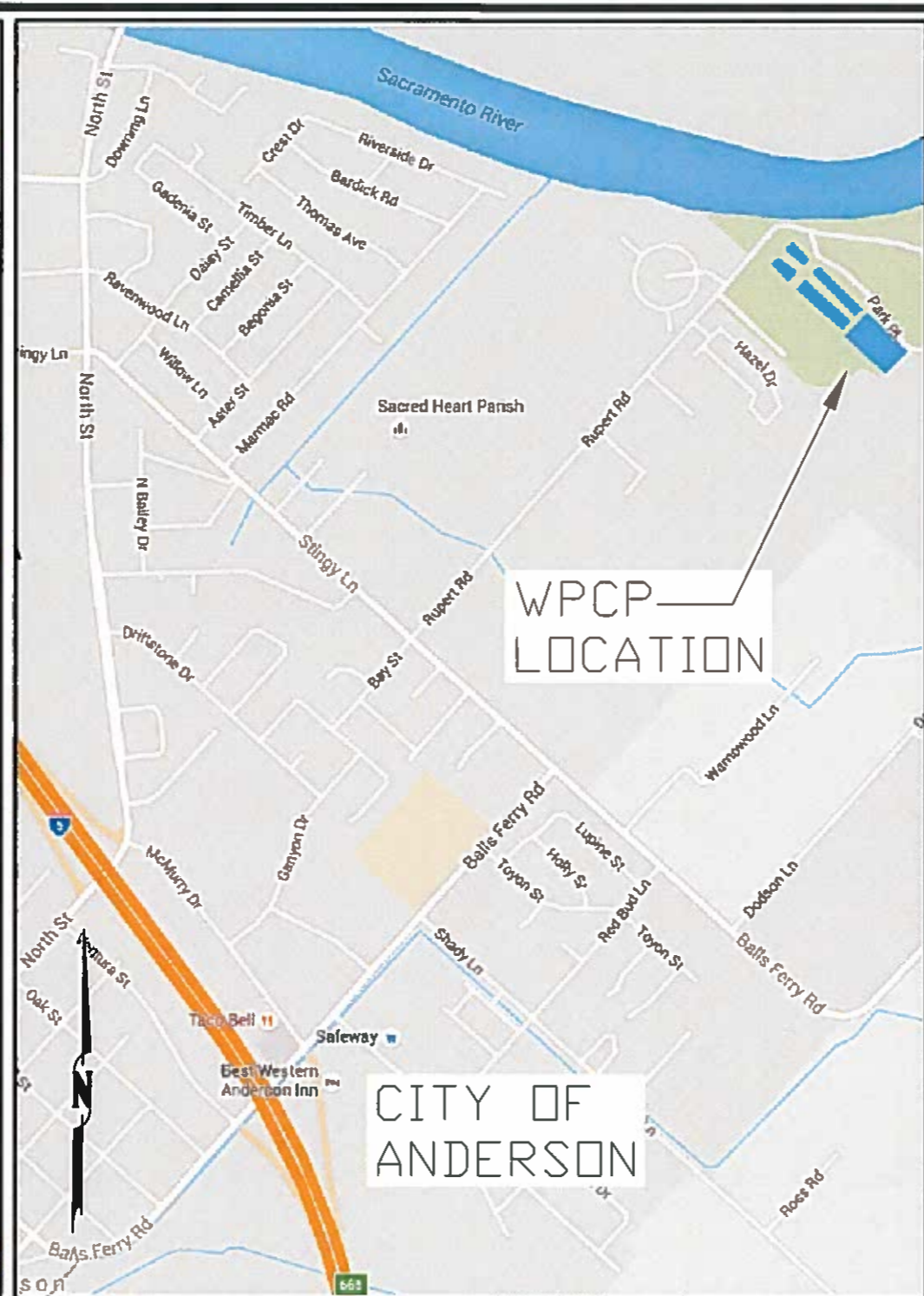
By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
EXHIBIT "A"
CONSULTANT PROPOSAL

[ATTACH CONSULTANT PROPOSAL]



LOCATION MAP
NTS



VICINITY MAP
NTS



ANDERSON WPCP
NTS



03-13-2018

CITY OF ANDERSON
ENERGY EFFICIENCY PROJECT
WATER POLLUTION CONTROL
PLANT

EXHIBIT
"B"