

City of Ridgecrest

Request for Qualifications



Proposals Due: 5:00 p.m., November 25, 2009

CITY OF RIDGECREST

PUBLIC WORKS DEPARTMENT

**REQUEST FOR
STATEMENT OF
QUALIFICATIONS**

**Consulting Services
For
CITY ADVISOR
And
OWNER'S REPRESENTATIVE
FOR THE
NEW WASTEWATER TREATMENT
PLANT**

October 8, 2009

REQUEST FOR STATEMENT OF QUALIFICATIONS

**CITY ADVISOR and OWNER’S REPRESENTATIVE FOR THE NEW
WASTEWATER TREATMENT PLANT (WWTP) PROJECT
CITY OF RIDGECREST, CALIFORNIA**

Proposals must be received by 5:00 p.m., Wednesday, November 25, 2009

Please email any questions regarding this project to kharker@ci.ridgecrest.ca.us

This document and related information will be available for download on October 16, 2009 via <http://ci.ridgecrest.ca.us/> (from Home page, select Business tab, City Projects).

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ADVERTISEMENT FOR REQUEST FOR STATEMENT OF QUALIFICATIONS

CITY ADVISOR AND OWNER'S REPRESENTATIVE FOR THE NEW WASTEWATER TREATMENT PLANT

The City Advisor (known herein after as CA) will be an integral partner to ensure the successful outcome of a Design-Build (DB) contract, from project conception through monitoring period. The CA contract will be a task-oriented agreement, with each task negotiated independently. The CA will perform overall project management, minor facility plan update, site selection, document existing conditions, develop performance and construction quality criteria, develop 30% preliminary design, develop the DB RFQ/RFP and ensure the DB contract is properly solicited and awarded through a competitive RFQ/RFP process, provide oversight and management of the DB contract deliverables as well as provide operations recommendations. Other tasks will be negotiated, as necessary.

This RFQ and related information will be available for download after Friday October 16, 2009, via <http://ci.ridgecrest.ca.us/> (from Home page, select Business tab, City Projects).

All correspondence pertaining to this RFQ will be submitted to the project manager, John Bracken or via email at kharker@ci.ridgecrest.ca.us no later than fourteen (14) calendar days prior to the submittal deadline. As appropriate, questions and answers will be provided by email to all firms on the RFQ holders list via the website. All questions shall include, "RE: City Advisor WWTP Project – RFQ Questions" in the subject line.

The City desires to have all of the wastewater treatment plant capital improvements completed as soon as possible, but no later than December 31, 2012. The CA contract may extend thru 2015. The total expansion project costs are estimated at approximately \$45M.

The City's Selection Committee will recommend to the Ridgecrest City Manager that the contract award be made to the proposer that is in the Committee's opinion, best qualified. The Ridgecrest City Council approves the contract.

Within thirty (30) calendar days after the City Council approval of the selection, the City and proposer will finalize the professional services agreement.

As advertised in the Bakersfield Californian on October 15 and October 21, 2009.

REQUEST FOR PROPOSAL

CITY OF RIDGECREST

CITY ADVISOR AND OWNER'S REPRESENTATIVE FOR THE NEW WASTEWATER TREATMENT PLANT

SECTION 1.0 GENERAL INFORMATION

1.1 INTRODUCTION

The City of Ridgecrest is seeking the services of a qualified and innovative consultant or consultant team to provide engineering, City Advisor (known herein after as CA), and Owners' Representative services for the City of Ridgecrest New Wastewater Treatment Plant (WWTP) Project.

The CA will be an integral partner to ensure the successful outcome of a design-build (DB) contract, from project conception through monitoring period. The CA contract will be a task-oriented agreement, with each task negotiated independently. The CA will perform overall project management, minor facility plan update, site survey, documents existing conditions, develop performance and construction quality criteria, develop 30% preliminary design, develop the DB RFQ/RFP and ensure the DB contract is properly solicited and awarded through a competitive RFQ/RFP process, provide oversight and management of the DB contract deliverables, as well as, provide operations recommendations. Other tasks will be negotiated, as necessary.

Currently, the WWTP is operating at or near hydraulic and biological process treatment capacity for various processes, including, but not limited to, the headwork's and solids handling processes. The existing plant has limited capacity and the projected population growth in the community over the next few years indicated a significant increase in sewerage influent due to the Department of Defense combining bases throughout the country, also known as BRAC. Therefore, time is of the essence for implementation of the project.

The current estimate for the WWTP Expansion Project is in the range of \$45 million. The City desires to select a CA, to determine and award the contract option best suited to meet project goals, and be in a position to start the two years of construction in 2011 in order to have substantial completion in 2012. The project will be funded by, both, the City of Ridgecrest's Wastewater Enterprise Fund and the State Revolving Fund. It will involve permitting with the City of Ridgecrest and the State of California.

By utilizing a DB project delivery approach, the City expects to secure substantial benefits for its customers. These benefits include aggressive project design and construction scheduling, optimal risk allocation, competitive design selection, clear assignment of performance responsibilities to a single contracting entity, optimal design for ease of operation and maintenance, long-term facility operations and maintenance efficiencies and cost savings.

The CA will ensure that the alternative contracting method for a complex project of this nature is properly solicited and awarded through a competitive RFQ process within the time constraints set forth above and there is the expertise necessary to assist staff in the oversight and management of the DB contract deliverables.

The City prefers no change of lead personnel involved, if at all possible, throughout the duration of the project. Substitution of personnel on this contract will not be permitted without prior written approval by the City.

Limitation

It is anticipated that the project delivery mechanism for construction will include a Design-build (DB) delivery process. The CA and its consultant team (including all sub-consultants) will NOT be allowed to be a participant in any capacity on the DB team(s) selected for any or all phases of the project.

1.2 SITE DESCRIPTION

The City of Ridgecrest's existing Wastewater Treatment Plant (WWTP) is located approximately three miles northeast of the City's downtown area. The major portions of the plant were constructed in 1946 with the addition of Clarifier No. 3 in 1976 and most recently a headworks upgrade in 2006. The plant facilities include a headwork's, primary setting tanks, facultative oxidation ponds, and evaporation/percolation ponds. There are also two aerobic digesters, and solar sludge drying.

The new WWTP will be constructed at a different location. This new facility would serve the southern portion of the City. A number of potential treatment facility sites must be evaluated.

1.3 PROJECT GOALS AND OBJECTIVES

The following outlines the overall City's goals and some of the objectives of the WWTP Expansion Project.

- | | |
|------------------------------|--|
| <u>Goal 1</u>
Objectives: | <u>WWTP functional to at least 3 MGD peak day by 2012</u>
* Efficient and expedient project delivery, timely to City's needs
* Meet regulatory requirements for 25 + years
* Flexibility, efficient use of capacity and footprint
* Identify a solid end use for the effluent based on the ultimate design |
| <u>Goal 2</u>
Objectives: | <u>Integrate innovation in design and operations</u>
* Increase plant efficiency resulting in lifecycle cost reduction
* Minimize short and long-term ratepayer costs
* Incorporate renewable energy components/sustainable practices
* Increase Automation
* Maximize lifecycle of facility |
| <u>Goal 3</u> | <u>Integrate operations and maintenance (O&M) in design, construction and commissioning</u> |

- * Uninterrupted operation of existing plant during construction
- * Modernize equipment and controls
- * Minimize/eliminate plant odors
- * Convert to designated Class sludge
- * Guarantees for noise control and long-term bio-solids processing disposal

Goal 4

Objectives:

Reduce City Risk

- * Schedule accountability (improvement completed before capacity required)
- * Transfer of risk with DB appropriately
- * Clear understanding by all parties during all project phases of liabilities and risk factor allocations

Additionally, the following goals and objectives are specific to the CA.

1. Provide a pro-active approach to the implementation of the project
2. Clearly understand and articulate the city's vision, desired outcome and protect our resources
3. Communicate and work through difficult issues in a timely and forthright manner (tell the city what we need to know, not what you think we want to hear)
4. Proven track record of innovative, sustainable business practices
5. Experience working with legal counsel and labor relations firms with expertise in DB contracting
6. Staff with proven and relevant operational experience
7. "Cradle to Grave" experience as CA for entire DB process (contract development, construction and operations oversight)
8. Create and maintain overall project schedule. Meticulously track action items.

1.4 PROJECT ELEMENTS

The 2008 New WWTP Final Project Report identified the following potential project elements:

Administration and Laboratory Building:

This building would house office and laboratory facilities for plant operations staff and sample testing equipment

Master Control Center (MCC) Building:

This building will house the Master Control Center for the entire treatment facility

Headworks:

The headworks would be sized for a peak hour flow of 6.0 mgd to accommodate the City's projected growth. It would include a parshall flume for influent flow metering, and two mechanical bar screens. The screens are sized for design flows with one out of service. A influent pump station would be constructed to pump the screened wastewater to the oxidation ditch. The pump station capacity would be 6.0 mgd peak hour flow with an average annual flow of 3.0 mgd.

Influent Pipeline:

This pipeline will divert flow from the existing collection system to the headworks. The pipeline will consist of approximately 2,100 linear feet of 21-inch diameter section and approximately 1,100 linear feet of 36-inch diameter section.

Oxidation Ditch:

The oxidation ditch and associated facilities would be designed to handle 3.0 mgd. The oxidation ditch would be designed to hold 3.7 million gallons (MG) with a 0.23MG anoxic basin. The side water depth would be 15 feet. Alternatively, two phased 1.5 million gallons (mg) oxidation ditches may be considered if cost effective. Two 85-foot diameter secondary clarifiers would be provided. A return activated sludge (RAS) Pump station would return the settled mixed liquor from the clarifiers to the oxidation ditch.

Effluent Pump Station: A new effluent pump station will be constructed to pump treated effluent to the evaporation/percolation ponds. The pump station would have three pumps, two active and one standby. The new pumps would have a capacity of approximately 2,100 gpm. This would provide a firm capacity of approximately 6.0 mgd. The new effluent pump station would discharge to the proposed evaporation/percolation ponds.

Sludge Beds:

Three acres of sludge beds are required for a treatment capacity of 3.0 mgd. According to California Regional Water Quality Control Board (RWQCB) staff under future permits all beds will be required to be soil cement lined and have under drains.

Centrifuge Building:

The centrifuge facility will be used for solids handling and dewatering of WAS. The facility will incorporate magnetic flow meters, polymer feed and injection systems, and two centrifuges.

Sludge Holding Tanks:

The sludge holding tanks will be used to store waste activated sludge (WAS) before being processed in the centrifuge facility.

Emergency Generator:

The minimum size for a generator will be 1,000 to 1,250 Kilowatt (kw).

Evaporation/Percolation Ponds:

Disposal facilities will consist of 33.3 acres of farmland, 72 acres of evaporation/percolation ponds for 2.4 mgd and 93 acres for 3.0 mgd.

Miscellaneous:

Associated yard piping, paving and grading, electrical controls needed to make the system completely compatible for SCADA control.

SECTION 2.0 REQUESTED SERVICES

2.1 REQUESTED SERVICES

This Request for Qualifications (RFQ) outlines the information necessary to understand the requested services and responsibility, the consultant selection process and the required documentation in submitting a Statement of Qualifications (Proposal) for this project.

The City prefers no change of key personnel involved, if at all possible, throughout the duration of the project. Substitution of personnel on this contract will not be permitted without written approval by the City.

2.2 PROPOSED PHASING OF OWNERS REP WORK

It is anticipated that the services furnished by the CA to the City will be performed under a series of task orders defining the specific services to be performed and the estimated cost for each phase of services. A more detailed list of requested services as currently understood is in Appendix A (Draft Scope of Work) to this request for qualifications.

City staff recommends that the CA essential items and timing are:

PHASE A: (months 1 - 9 months)

- Project Management
- Facilities Plan Update
- Influent Characterization
- Site Selection/Document Existing Conditions
- Asset Management criteria
- Performance and construction quality criteria
- 30% preliminary design
- Create and maintain overall schedule
- Develop Industry forums
- Obtain external/internal stakeholder input
- Assist City with permit activities

PHASE B: (months 6 – 12)

- Draft RFQ
- Review qualification submittal
- Draft RFP
- Comment on Draft DB contract
- Review proposals
- Assist with DB contract negotiations

PHASE C: (months 12 – 36)

- DB contract monitoring (2 years)

PHASE D: (months 36 – 72)

- Services during Commissioning and Warranty
- Annual Reports

The Consultant shall provide adequate personnel and resources to accomplish the objectives of the requested services and key personnel must be identified.

The Consultant shall provide a wide range of responsible and responsive CA services and professional engineering services including, but not limited to, project management, engineering, research and analysis of existing systems, long term municipal infrastructure planning, preparation of engineering and construction cost estimates, and other items that may be necessary to complete the Project. Cost estimates for any proposed capital improvements projects (CIP) shall be provided in total project costs in current dollar value with 30% preliminary design level contingency. The Consultant is expected to provide a highly qualified and experienced team and be able to deliver satisfactory products and services.

The Consultant is encouraged to propose changes or additions to the draft scope of work if the Consultant believes that these changes will provide added benefit to the project.

All recommendations and information produced for this project shall comply with California State Water Resources Control Board (SWRCB) and other applicable State and Federal regulations and requirements.

The City anticipates the CA services to be fully completed no later than June 30, 2015.

***** END OF SECTION TWO *****

SECTION 3.0 PROPOSAL REQUIREMENTS AND EVALUATION

3.1 PROPOSAL REQUEST

Six (6) written proposals to the Statement of Qualifications for the City of Ridgecrest City Advisor and Owner's Representative (CA) for the new Waste Water Treatment Plant Project will be accepted by:

Rachel Ford, City Clerk,
100 West California Avenue,
Ridgecrest , California 93555,

until **Wednesday, November 25, 2009 5:00 p.m.** local time. Envelopes must be sealed, plainly marked: "City Advisor for the WWTP Expansion Project", and include the name and address of the proposer. The City of Ridgecrest reserves the right to reject any or all proposals.

This RFQ and related information will be available for download after October 16, 2009 via the City website at <http://ci.ridgecrest.ca.us>, (from Home page, select Business tab, City Projects).

All questions shall be submitted to the Project Manager, John Bracken, via email to kharker@ci.ridgecrest.ca.us no later than fourteen (14) calendar days prior to the submittal deadline. As appropriate, questions and answers will be provided by email to all firms on the RFQ holders list via the website. All questions shall include, "RE: City Advisor WWTP Project – RFQ Questions" in the subject line.

From the date that this RFQ is issued until the firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the Project Manager listed above regarding this RFQ. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted and no response other than written will be binding upon the city.

3.2 NOTIFICATION OF INTENT TO SUBMIT

All consultants or consultant teams intending to submit a proposal shall submit applicable contact information to the Project Manager by email to kharker@ci.ridgecrest.ca.us no later than **5:00 p.m. on Monday, October 26, 2009**.

3.3 PROPOSALS

Proposers responding to this RFQ request must follow the directions stated within this RFQ. Adherence to these rules will ensure a fair and objective analysis of your proposal. Proposals should provide a clear, concise description of your firm's capabilities to satisfy the requirements of the RFQ.

All responses must be made in the format outlined in Section 3.4. Failure to comply with or complete any part of this request may result in rejection of your proposal.

Each proposal will be judged on the completeness and quality of content, and as a demonstration of the consultant's qualifications.

The items of information to be included in each submittal, evaluation criteria, maximum points, and page limitations are described in Section 3.4. An explanation of each item appears immediately following the chart.

3.4 PROPOSAL CONTENTS

3.4.1 General:

The six (6) proposals shall include the information requested in each of the items identified in the following table and in the order indicated. The proposal shall describe the consultant's qualifications, intended performance, proposed time line for the proposed activities and the resources required to perform the activities. Each proposal must contain the criteria listed below. Proposals not meeting all pass/fail criteria will be considered nonresponsive and shall be rejected.

Each proposal will be limited in length and judged as a demonstration of the consultant's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows. The maximum number of pages for each criterion is left to the discretion of the consultant but must not exceed the specified total.

3.4.2 Proposal Format and Length:

The proposal must be organized in accordance with the list of proposal contents. The core proposal must not exceed 12 sheets (24 pages), submitted on double sided typed 8-1/2" x 11" paper excluding supporting documents. One sheet is considered to be a single 8-1/2"x11" piece of paper and the minimum font size is 12 point for the main text. The Schedule sheets are allowed on one side of an 11"x17" and will count as a single 8-1/2"x11" page. The cover letter is NOT included in the above page count, however shall not exceed two (2) pages.

A proposal exceeding the specified number of pages or text font size will be considered non-responsive and the proposal will not be considered. Supporting information shall be in a separate section, at the end of the proposal, and not counted in the page limit requirements. However, all pertinent information shall be included in body of proposal as supporting information may not be reviewed. Front and back covers, as well as, section dividers are NOT counted in the page limit requirements. A one page table of contents is not counted in the page limit requirements.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the key personnel's capabilities to satisfy the requirements of the City. Special bindings, colored displays, promotional materials, etc., are not necessary. Emphasis should be on completeness, brevity, and clarity of content.

CONTENT AND EVALUATION CRITERIA	MAXIMUM SCORE
1. Introductory letter	0
2. Project Understanding & Approach	35
3. Key Personnel Qualifications	30
4. Team Qualifications	25
5. Project schedule (11" x 17" allowed)	10
6. Resources	0
7. Additional Supporting Information	0
TOTALS	100

3.4.3 Introductory Letter (Pass/Fail):

The proposer may use this section to introduce the Proposal and/or to summarize the key provisions of the proposal.

The introductory letter shall include, but need not be limited to, the following information. The name of the firm, as well as, the signature, printed name and title, telephone and fax number of the officer authorized to represent the consultant in any correspondence, negotiations and sign any contract that may result. The address of the office that will be providing the service, a project manager's name, telephone number, fax number, and e-mail address. The federal and state tax ID numbers, and the state of incorporation, if applicable, must also be included.

A statement should be included that "the consultant accepts all the terms and conditions contained in the Request for Qualifications and that the proposal is valid for one hundred and twenty (120) days after the submission deadline".

Include a statement that "all materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of the City of Ridgecrest without restriction or limitation of their future use. All documents that include color figures shall be reproducible and legible in black & white copies".

This section should include the statement "All RFQ items have been covered in this Proposal".

3.4.4 Project Understanding and Approach (Score 35):

This section relates to the project understanding and approach of the requested services. This should include a clear and concise understanding of the project based on existing information, and a general description of the purpose of this project and the

chief issues to be addressed. The consultant should be knowledgeable of standard solutions applicable to project issues as well as being able to offer innovative ideas. It is also important that the consultant demonstrate an ability to synthesize technical information and communicate this information in verbal, written and graphic form.

This section should also outline the approach to the project and how key issues identified in the requested services will be addressed. It should include major tasks to be completed as well as resources proposed to complete each task, identifying the consultant's ability to ensure expeditious completion of the work.

- Describe your firm's overall approach to the project
- Provide a general work plan that describes how the consultant will organize and conduct the project by task, as defined in Section 2- Requested Services. This plan must include all major phases of the project. Identify any critical milestones for the project
- Provide a description of the consultant's approach and methodology of managing work tasks and coordination, sequencing and control of field operations used to accomplish the work in a timely manner. Describe how you would propose to use City management and operational personnel, if at all, to assist you during the project and indicate the approximate time requirement.
- Provide a definition of how the consultant will ensure project progress and quality control. Describe your firm's internal procedures and/or policies related to work quality and cost control
- Describe how your work plan addresses contingencies that may arise during the project
- Describe your firm's process/concept for managing scope, schedule & budget
- Describe your firm's process for interacting with your internal project team; and describe your firm's ability to provide interaction with your client and/or stakeholders

3.4.6 Key Personnel Qualifications (Score 30):

Provide information on each individual regarding related work experience, publications, education/training and demonstrated competence. The key qualifications and experience relative to the requested services should be addressed in the following areas:

- Provide an organization chart with all key personnel
- Identify the project principal, project manager, engineer of record, discipline leads, key staff and sub-consultants to be utilized in carrying out this project.
- List current assignments (% of time allocated in 2010) and location of key personnel
- Provide qualifications, registrations, certification and relevant individual experience of project key personnel including sub-consultants
- Demonstrate each of the project manager's CA experience within 5 years, managing interdisciplinary teams, and managing controversial public involvement programs
- Identify DB experience of key personnel
- Provide a listing of other key individuals on the team, as appropriate, that would support the completion of this project, with a summary of each team

member's area of responsibility, expertise, experience and qualifications for this work.

- Demonstrate the ability of the key personnel to deliver projects on time and within budget

3.4.7 Team Experience (Score 25):

Provide a brief professional work history of relevant projects as it relates to the capabilities of the primary firm and any sub-consultants to provide the requested services. This work history will only cover projects undertaken by the same staff members to be utilized for this project. The response should address the following:

- Describe similar projects, by name, type, location and date, performed within the last ten years, that best characterize work quality and cost control. Detail the type of work done that supports the listed mandatory requirements in this RFQ. Please include the contact name, address, phone number, fax number and e-mail of the current contact person for each reference. Identify the key personnel roles and detailed specific responsibilities and the firm where they worked during the project.
- In addition, include a total public client list and contact person for the last two years or the last ten clients, whichever is least.
- Describe experience as a team on similar or related projects
- List the types of experience that each firm on you team can provide and indicate how long each firm has provide these types of service.
- Describe specific experience with understanding operations, design, and construction oversight of similar Wastewater Treatment Plants (WWTP)
- Identify recent experience with existing WWTP development.
- Emphasis firm's area of expertise (facilities plan, site selection, asset mgmt, DB contracting, etc.)
- Describe two projects in which an innovative solution was utilized to accomplish your client's goals.
- Describe experience with California State Water Resources Control Board (SWRCB) and other agencies.
- Describe your firm experience with creating a DB contract as well as creating performance and construction quality criteria
- Demonstrate the ability of the team to deliver projects on time and within budget

3.4.8 Project Schedule (Score 10):

The proposal should include an aggressive, but feasible, schedule that shows how the project may be expedited and coordinated to benefit the City and other project stakeholders. The proposal should describe the approach to the overall project that supports the processes described in the Scope of Work/Requested Services section. This plan must include all major phases of the project, with targeted completion dates for each phase and tasks of the project, as well as for each required deliverable.

If the project can be completed in a shorter timeframe than the below mentioned schedule (see **3.5. SCHEDULE**), please indicate the proposed schedule.

City staff requires a minimum of **fifteen (15) business days** for review of documents and City Council requires forty-five (45) calendar days to approve contracts and amendments. The consultant shall include these time lines in their schedule.

3.4.9 Resources (No Score):

This relates to the ability of the consultant to provide materials consistent with City of Ridgecrest formats. Upon completion of the project, copies of all materials generated by the consultant will be provided to the City in both reproducible hard-copy and electronic form. Design materials should be AutoCAD 2006 compatible and written materials should be in Word/Excel 2007.

All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of the City of Ridgecrest without restriction or limitation of their future use. All documents, including those with color figures shall be reproducible and legible in black & white copies.

3.4.10 Supporting Information (No Score):

Supporting materials could include graphs, full resumes, other references, charts, and photos. However, pertinent experience should be covered in the body of the proposal as this section may not be reviewed. Supporting information will not count toward the 24 page limit, but brevity is encouraged.

If there is no additional information to present in the supporting Information, then state "There is no additional information we wish to present".

3.5 SCHEDULE

First Advertisement	October 10, 2009
RFQ Available Online	October 16, 2009
Notification of Intent to Submit (Prime Consultants)	October 26, 2009
Last Day to Submit Proposal Questions	November 11, 2009
Proposal Due	November 25, 2009
Notification for Interviews	December 7-10, 2009
Interviews	December 14-18, 2009
Notice of Intent to Award	January 4-7, 2010
Contract Negotiations Due	January 11-25, 2010
Council Award	February 3, 2010
Contract NTP	February 8-11-2010

***All dates are approximate and subject to change.**

3.6 RESPONSE DATE

To be considered, proposals must arrive at the City on or before the date and time specified in this RFQ. Proposers mailing proposals should allow delivery time to ensure timely receipt of their proposals. ***No proposal or correction received after the closing date and time will be considered.***

3.7 REIMBURSEMENT

All costs for proposal and interviews to secure this project are the consultant's responsibility.

3.8 CLARIFICATIONS

The City may contact the consultant for any clarification it needs to understand the consultant's proposal. Any changes or clarifications will be made in writing before executing the contract and will become part of the final contract.

3.9 PROPOSAL WITHDRAWAL

Any proposal may be withdrawn at any time before the "Proposal Due" date and time specified in the Schedule, by providing written request for the withdrawal of the proposal to the City. The request shall be executed by a duly authorized representative of the firm. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

3.10 INTERVIEW

Up to three firms, selected for final evaluation, may be required to make oral presentations of their proposals to the City's Selection Committee. Such presentations provide an opportunity for the firms to clarify the proposals and to ensure mutual understanding. The presentation will be an informal question and answer meeting; no power-point presentations are expected or desired. The City will schedule the times and location for this meeting. Firms selected will be required to provide an audited financial statement.

3.11 REJECTION OR ACCEPTANCE OF PROPOSALS

The City expressly reserves the following rights:

1. To reject any and/or all irregularities in the Proposals.
2. To reject any and/or all the Proposals or portions thereof.
3. To base awards with due regard to quality of services, experience, compliance with instructions/specifications, and other such factors as may be necessary in the circumstances.

3.12 SELECTION OF CONSULTANT

The City's Selection Committee will recommend to the Ridgecrest City Council that the contract award be made to the proposer that is in the Committee's opinion, best qualified. The Ridgecrest City Council must approve any selection.

3.13 CONTRACT AWARD

The City will award a contract to the consultant whose proposal would be most advantageous to the City. The selected consultant will be required to assume responsibility for all services outlined in the RFQ, whether the consultant or a representative of the consultant produces them. The City considers the selected consultant responsible for any and all contractual matters.

3.14 EXECUTION OF CONTRACT

Within 30 calendar days after the City Council approval of the selection, the City and proposer will negotiate and finalize the professional services agreement.

If the selected proposer fails to execute a contract with the City within 30 calendar days after the award has been made, the City may give notice to the proposer of the City's intent to award the service contract to the next best proposal, or to call for new proposals. The 30-day time period may be extended at the City's sole option.

The successful consultant will be required to execute a professional services agreement, an example of which is attached as Appendix B. Appendix B also identifies the minimum types and amounts of insurance that the consultant is required to carry. The successful consultant must also submit documents addressing insurance, non-collusion, tax law, debarment and conflict of interest as part of the professional services agreement. The City will require the successful proposer to sign this contract.

3.15 AWARD PROTESTS

Protests concerning the consultant selection process must be delivered in writing to the City Attorney, within 7 calendar days of the award announcement. Protests must specify the grounds upon which the protest is based. The City Council will review the protest, decide on appropriate action and contact all involved parties. The decision will be presented to the parties within 45 calendar days of receipt of the protest and will be the final City position.

3.16 PUBLIC RECORDS

Any material submitted by a proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the consultant, the proposals shall be confidential. After the selection process has been completed, this proposal will be made a part of a file open to public inspection. If a proposal contains any information that is considered a trade secret each sheet of such information must be marked with the following legend:

"This data constitutes a trade secret and shall not be disclosed except in accordance with the California Public Records Law,"

Nondisclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the California Public Records Law.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and claims arising out of any public record request for such information shall be at the consultant's expense.

Identifying the proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

3.17 TAX ID NUMBER

Proposals must state the proposer's Federal/State of California Taxpayer Identification Number.

3.18 RECYCLED PRODUCTS STATEMENT

In accordance with city policy and applicable state law, Consultants shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

3.19 LOCAL/STATE/FEDERAL REQUIREMENTS

The selected proposer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this contract. In addition, proposers agree to comply with: (1) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the American with Disabilities Act of 1990; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Proposer is subject to the California Worker's Compensation Law and shall comply with it. This requires the provision of Worker's Compensation coverage for all employees working under this contract. The City of Ridgecrest's programs, services, employment opportunities and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability or political affiliation.

3.20 PAYMENT FOR SERVICES

The City will pay a consultant for services performed based on approved rates and scope of work. The City will make monthly progress payments within thirty (30) calendar days following receipt of proper invoices.

Payments for extra work not described in the agreed upon scope of services will only be made when authorized in advance and in writing by the City Project Manager.

Price proposals are not requested and should not be submitted. Fees for the CA services will be negotiated with the selected firm.

3.21 PROJECT DOCUMENTS FURNISHED BY CONSULTANT

Prior to all submittals, the Consultant shall perform a complete quality control review of all documents to ensure they are complete and accurate. The City's review is only to determine general level of compliance with project scope and quality requirements and does not relieve the Consultant from producing complete, high quality documents.

3.22 PROJECT TASKS TO BE PERFORMED BY THE CITY OF RIDGECREST

The City will:

- a. Provide a project manager who is responsible for overall City project management and will provide coordination between the consultant and the City,
- b. Provide City staff member(s) to provide timely response to any questions and to be available for any meetings requested by the Consultant. All meetings will take place at the Ridgecrest City Hall Building,
- c. Make available mapping and design information previously developed,
- d. Coordinate collection of data from City records such as as-built data,
- e. Make available guidelines, policies and regulations to be used in developing design,
- f. Conduct public hearings and prepare Council agenda items,
- g. Conduct Council workshops,
- h. Maintain records and process payment requests,
- i. Pay all permit fees to agencies, by internal transfer at the City of Ridgecrest, or by check to outside agencies, upon the request of Consultant,
- j. Provide legal review of all contracts, bid forms, and real property conveyances,
- k. Provide the base or template provisions for the construction contract to which the Consultant shall add terms and conditions unique to the project;
- l. Perform other tasks as negotiated.

3.23 PROJECT MATERIAL AVAILABLE

The City of Ridgecrest will provide the following documents to firms that have complied with the Notification of Intent to Submit provision (below). These will be provided to the prime consultant listed only.

- 2008 WWTP Final Project Report
- Regional Water Quality Control Board Waste Discharge Requirements

***** END OF SECTION THREE *****

**CITY ADVISOR
AND
OWNER'S REPRESENTATIVE
FOR THE NEW
WASTEWATER TREATMENT PLANT**

APPENDIX A

SCOPE OF WORK

Scope Summary

1. Advise and Represent the City with the new WWTF
2. Coordinate Project Activities
3. Update Project Report – Site Evaluation and Treatment Alternatives
4. Analyze and Recommend a Preferred Alternative
5. Prepare Environmental Documents
6. Prepare OPR Application for authorizing the project for DB delivery
7. Develop DB Functional Requirements and Performance Specifications
8. Conduct Rate analysis and Develop Revenue Program
9. Prepare SRF Application and DB RFQ
10. Assist with the Design-Build Procurement Process
11. Obtain Regional Water Quality Control Board Approval
12. Prepare DB Procurement Documents
13. Provide Project Management
14. Monitor new Wastewater Treatment Facility performance

Advise and Represent the City with the new WWTF

The CA will be an integral partner to ensure the successful outcome of a Design-build (DB) contract, from project conception through monitoring period. The CA contract will be a task-oriented agreement, with each task negotiated independently. The CA will perform overall project management, minor facility plan update, site survey, documents existing conditions, develop performance and construction quality criteria, develop 30% preliminary design, develop the DB RFQ/RFP and ensure the DB contract is properly solicited and awarded through a competitive RFQ/RFP process, provide oversight and management of the DB contract deliverables as well as provide operations recommendations. Other tasks will be negotiated, as necessary.

The City Advisor will ensure that the alternative contracting method for a complex project of this nature is properly solicited and awarded through a competitive RFQ process within the time constraints set forth above and there is the expertise necessary to assist staff in the oversight and management of the DB contract deliverables.

Coordinate Project Activities

The consultant will participate with the coordination efforts between City Staff, the City Attorney, and the City Council. The consultant will respond to comments and make changes to the Draft Design-Build Procurement documents.

This task includes program management, meetings and administration. Project Development Team meetings will be held at monthly intervals or as needed between the City and the Consultant Project Development Team. A Project Development Team (PDT) will be established comprised of the City, City's Consultants, Approving Agencies and other representatives, as deemed necessary.

To supplement these meetings the Consultant will maintain on-going communication with the City, including Meeting Minutes. The purpose of these meetings will be to review the project status to ensure that the contract objectives and milestones are being achieved.

Update Project Report – Site Selection and Treatment Alternatives

Site Evaluation and Selection

A number of potential treatment facility sites must be evaluated. Based on the projected growth of the City of Ridgecrest (City), additional treatment facilities are needed to serve the future population. The City would like to utilize their existing lands to construct a new wastewater treatment plant to serve the future populations. The project report develops two treatment alternatives for the City's new Wastewater Treatment Plant (Plant 2) to meet projected growth. Based on the 20-year population projections and design criteria developed in the report, the new treatment facilities should be constructed to a treatment capacity of 3.0 million gallons per day (mgd) with an effluent disposal capacity of 3.0 mgd. This new facility would serve the southern portion of the City. Based on the analysis, the projected plant flow at the Plant No. 2 will be about 1.46 mgd when diverting all the collection capture area flow.

Alternate Process Treatment Technology

The WWTP will be an advanced tertiary wastewater treatment plant utilizing the activated sludge process. The activated sludge process is a continuous-flow, aerobic biological process with a proven record for wastewater treatment. There are several alternative process methods which all fall within the category of activated sludge processing.

Three treatment processes configurations have been considered for Plant 2. These processes include the Extended Aeration Activated Sludge (ExAAS) process, the Sequential Batch Reactor (SBR), and the Membrane Bioreactor (MBR). All three processes have the ability to completely nitrify and de-nitrify the wastewater prior to discharge. For tertiary treatment, the ExAAS and the SBR would need to add filtration and disinfection, while the MBR would only need to add disinfection. With the projected wastewater flows of 1.46 mgd for the Plant No. 2 site at plant startup, the plant flow for alternative analysis was 3.0 mgd.

Analyze and Recommend a Preferred Alternative

Prepare a comparative analysis of the various wastewater treatment processes currently available with a recommendation as to the most effective and efficient process for incorporation into this plant.

Prepare Environmental Documents

Perform an environmental assessment, preparation of environmental documents, preparation of technical studies for environmental issue areas, and preparation of application packages to other regulatory and permitting agencies. The types of CEQA and NEPA documents may include: Initial Study/Environmental Assessments; Negative Declarations/FONSI; and Environmental Impact Reports/Statements.

Unless the project is determined to be exempt for CEQA/NEPA review, an initial study is needed at the time of project launch as required by City, State and Federal guidelines.

The Initial Study will identify potentially significant, adverse impacts of a proposed project. Discuss ways to mitigate the significant impacts identified, identify applicable County policies and determine the type of subsequent environmental review required, whether that be an Environmental Impact Report (EIR) or Negative Declaration.

The environmental review process must comply with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), applicable City of Ridgecrest land use policies, and the regulatory authority of a number of local, State, and Federal agencies.

The City does not intend to develop a single “proposed project” on which to focus the EIS/EIR and base the alternatives analysis. Using 30% design information, the core work effort is to, through the CEQA/NEPA process, in concert with ongoing efforts to define project costs and consider community preferences, move through an alternative analysis process that results in a fully developed project description. Based upon the documentation produced for the project, the most recent work produced by the City team and the clear project purposes of wastewater treatment, the City desires to examine the widest possible range of feasible alternatives on a co-equal basis. Public review of the draft EIR is planned to coincide with a community preferences input and the issuance of a design/build Request for Proposals. This approach will allow the City to identify the preferred alternative using environmental, economic, and community preferences information. The City would then produce the final EIR identifying the preferred alternative, followed by findings supporting the project decision.

All environmental documents prepared for the project must meet all of the requirements set forth in the following, as applicable:

- California Environmental Quality Act (PRC 21000 et seq.)
- State CEQA guidelines (CCR, section 15000 et seq.)
- National Environmental Policy Act (42 USC 4321 et seq.) September 26, 2007
- CEQ NEPA Regulations
- Section 106 of the National Historic Preservation Act (16 USC 470 and 36 CFR Part 800)
- Endangered Species Act (16 USC 1531 et seq.)
- Clean Water Act (33 USC 1251 et seq.) (emphasis on sections 401 and 404)
- Clean Air Act (42 USC Section 7401 et seq.)
- Fish and Wildlife Coordination Act (16 U.S.C. 661-666)
- California Endangered Species Act (Fish and Game Code 2050 et seq.)
- Native Plant Protection Act (Fish and Game Code 1900-1913)
- Section 1600 of the Fish and Game Code
- Federal Executive Order 11990 (Wetlands)
- Federal Executive Order 11988 (Floodplains)
- Federal Executive Order 12898 (Environmental Equity)

Prepare OPR Application for Authorizing the Project for Design-Build Delivery

The City’s new wastewater treatment facility project is currently on the State Revolving Fund List. The Final Project Report for the project was completed in 2008. The RWQCB has been monitoring the activity on the project for several years. Consequently, the City believes that this project is exempt from the recently passed design-build legislation, AB 642. However, in the event that this project falls under the provisions of this statute, the CA will assist the City with authorization of this project.

In order for the wastewater treatment facility to be constructed as a design-build project, it must be authorized pursuant to AB 642. To achieve authorization, the service contract will require the CA to prepare all necessary application documents for submittal to the OPR. The CA will also assist the City throughout the application, review, and authorization and listing process.

Conduct Rate Analysis and Develop Revenue Program

Assuming a uniform rate and connection fee will be applied, proponents shall:

- Conduct a detailed review of the existing wastewater rates and wastewater utility fund and develop a recommended rate structure which will provide sufficient revenue to fund projected costs. The rate structure shall include both a wastewater rate adjustment to existing users and a new wastewater fee for future new service locations and shall be equitable in nature, reflect the cost of services and take into consideration any existing and/or future reserve fund and rate stabilization policies and practices.
- Supply a project schedule for developing the recommended rate structure with identifiable deliverables including any preliminary and final reports.
- Provide an easy-to-use electronic rate model in MS Excel which may be readily controlled to take into account alternative scenarios.
- Prepare any and all necessary reports required by law or otherwise (including but not limited to requirements set forth in California Government Code Section 66001) for adoption of the recommended rate structure and issuance of municipal bonds.
- In cooperation with the City's Financial Advisor, Public Outreach Consultant and City staff provides information and assistance as it pertains to any applicable requirements set forth in Proposition 218.
- Considering the existing and final recommended rate structure, provide a comparative analysis to at least 10 other comparable communities in southern California particularly the Eastern Sierra High Desert Region.
- Meet or confer with staff and other consultants as needed and attend all public meetings, hearings and/or work sessions with the City Council and/or its Committees to present interim recommendations in an effort to obtain input.

Develop DB Functional Requirements and Performance Specifications

Based on the project description, project need and purpose, State Regional Board Waste Discharge permit application, current best practices, Sewer Master Plan and Pre Design Report, and other materials, develop the Functional Requirements for the Wastewater Treatment Facility.

Prepare Draft Functional Requirements and Performance Specifications Report. Present the Functional Requirement and Performance Specifications to Staff and City Council. Update the draft, based on input and comments from Staff and Council Develop the Final Functional Requirements and Performance Specifications Report.

Prepare SRF Application and DB RFQ

SRF LOAN MBE/WBE REQUIREMENTS

In order to be eligible to receive SRF loans for the Project, the Service Contract will also require the CA to assist the City in obtaining such funds as well as to comply with the SRF program's requirements in constructing the Facility. These requirements are summarized and presented in the STATE WATER RESOURCES CONTROL BOARD's

publication entitled "POLICY FOR IMPLEMENTING THE STATE REVOLVING FUND FOR CONSTRUCTION OF WASTEWATER TREATMENT FACILITIES". In responding to this RFQ and in the subsequent performance of the Contract Services, Respondents shall be responsible for verifying and complying with the current MBE/WBE requirements, for this Project.

The draft RFQ for a DB entity will be developed and reviewed with the City staff. Changes will be incorporated and a final RFQ will be prepared for review by the City Council. Once approved by the City Council, the RFQ will be distributed by the City to select DB entities. The CA will prepare materials for Addenda to the RFQ as needed and requested by the City.

Obtain RWQCB Approvals and Permits

Using the information developed in the facilities update and existing conditions assessment, assist the city with completing the pre-development permitting and reporting activities.

Assist the City as requested in reviewing DB permit applications and responding to agency questions.

Permitting of the Project may be the responsibility of the DB Entity.

The CA may be required to assist in acquiring, writing and/or maintaining the following permits/requirements:

- RWQCB Waste Discharge Requirements (WDR)
- NPDES permit for effluent discharge (if applicable)
- Department of Health Services (DHS) Title 22 Engineering Report
- CEQA Environmental Impact Report (EIR)

This list provided above is not exhaustive and shall not be relied upon by Respondents as being indicative of the RFQ requirements. In general, the City will be the permit holder for all permits.

Prepare DB Procurement Documents

The consultant will develop Design-Build procurement documents. These documents will be based on all available and relevant information, including all previous work completed by/for the City, where applicable, the Functional Requirements, Performance Specifications, District Contractual Terms & Conditions, Public Works Code, California specific Design-Build laws and regulations and utilize guidelines as developed by the Design-Build Institute of America.

Assist with the Design-Build Procurement Process

It is anticipated that the open Design-Build bid period will be approximately two months, Design-Build Proposal evaluation, interview and recommendation period, one month, and Design-Build Team negotiation and contract award two months. The Consultant will assist the City with the mandatory Pre Bid Conference, Requests for Information, issuing Addendums and monitor the process for City and regulatory compliance.

Provide Project Management

The City Advisor will manage all sub consultants on the team, directing the flow of information between the consultant team members and the City's project manager. Monthly billing and status reports should be clearly presented in an organized manner, with costs distributed among tasks and funding sources.

The CA will provide review of the proposed treatment plant facilities for operability in co-operation with the City's operators and the DB entity. The CA will provide coordination with other concurrent technical reviews. Two operability reviews are anticipated during the design phase and will be coordinated with the Design Development Workshops, as appropriate.

The CA will provide full construction administration and observation during construction to ensure the DB entity complies with the intent of the performance specifications, conceptual designs, and conceptual design report (and subsequent final designs); permit compliance, phasing constraints, and other limiting factors of the project.

The CA will provide a full-time Resident Observer (RO) and inspection team to provide compliance with the contract documents, document construction progress, coordinate communication between all parties, and coordinate with the DB entity to facilitate continuous plant operation during the construction period. The RO will also communicate with the City staff and others as needed.

The CA shall prepare applications to obtain necessary permits to complete the project. Permit applications shall be submitted in a timely manner, and CA will be responsible for monitoring the issuance of permits for the proposed project. CA will be responsible for coordination with outside agencies and sub consultants.

Monitor new WWTF performance

Once the treatment facilities have undergone Functional and Performance Testing, the upgraded facilities will be ready for operation by the operating contractor of the DB firm. The CA will provide transition services based on knowledge of the treatment processes and testing. This knowledge will be used to help address difficulties in initial operation and to verify that the plant is operating consistent with the Performance Specifications. If the plant is not meeting specifications, Warranty Work Requests will be generated as described below. CA will meet with City and Operations Contractor staff as needed in the field, but will not provide fulltime field services during this portion of the work. The CA will assist the City in preparing Warranty Work Requests, logging and tracking requests, and verifying satisfactory completion of the warranty work. For the purposes of this scope, this phase is assumed to cover a period of 1 year.

The CA will assist the City in the final warranty inspection of the facilities approximately 1 month before the warranty period expires. A final warranty period inspection list will be generated for the DB entity to complete prior to termination of the warranty services.

The CA will assist the City with final contract close-out activities including processing final payment requests and preparing documentation to serve as the basis for termination of the construction contract.

**CITY ADVISOR
AND
OWNER'S REPRESENTATIVE
FOR THE NEW
WASTEWATER TREATMENT PLANT**

APPENDIX B

**PROFESSIONAL SERVICES
AGREEMENT**

CITY OF RIDGECREST

CONSULTANT SERVICES AGREEMENT

**CITY ADVISOR and OWNER'S REPRESENTATIVE FOR THE NEW
WASTEWATER TREATMENT PLANT (WWTP) PROJECT
CITY OF RIDGECREST, CALIFORNIA**

As of _____, the CITY OF RIDGECREST, hereinafter "CITY", and, hereinafter "CONSULTANT" agrees as follows:

1. PURPOSE

This agreement sets forth the terms under which the CONSULTANT will provide services to the CITY.

2. SERVICES TO BE PROVIDED BY CONSULTANT

- A. CONSULTANT shall, as part of the basic professional service, employ at its own expense, qualified professionals, technicians, and engineers properly skilled in the various aspects of the Project. If sub consultants are engaged, CONSULTANT shall advise CITY in writing of their selection for purposes of approval prior to their performance of work. CONSULTANT shall pay to each sub consultant the amount due each sub consultant not later than fifteen (15) days after receipt of each progress payment or final retention payment.

3. ITEMS AND SERVICES TO BE PROVIDED BY CITY

The CITY shall provide access to the site and all records and files associated with the project.

4. COMPENSATION

- A. CONSULTANT agrees to accept for the performance of the professional services required by this Agreement and CITY agrees to pay CONSULTANT for such services the fixed fee provided hereinafter. In no event shall CITY 's obligations pursuant to this Agreement exceed a total sum of XXXX(\$XXX.00)
- B. Failure by the CONSULTANT to complete the tasks of this Agreement to the satisfaction of the CITY within the time agreed will reduce the value of the work or delay implementation of the proposed work. CITY shall incur no obligation to compensate, reimburse or pay CONSULTANT for work reasonably deemed unsatisfactory by CITY and if the work is not completed on time the contract price will be reduced by One Hundred Dollars (\$100.00) for every calendar day of delay, unless the time limits are extended by CITY in writing.
- C. Payment of the fixed fee by CITY to CONSULTANT shall be in accordance with the CONSULTANT'S Proposal of XXXXX. CONSULTANT may submit a billing 60% of said proposal upon submission of the plans and specifications for review by the CITY. The CONSULTANT may submit a final billing to the CITY only after the plans and specifications have been reviewed by the CITY, all revisions to the plans and specifications requested by the CITY have been made by the CONSULTANT and the plans and specifications have accepted by the CITY.
- D. CONSULTANT shall submit a verified written billing to the CITY. Additionally, CONSULTANT agrees to maintain records of time and attendance and other items which will result in costs to CITY and which are in support of services specified

herein. CONSULTANT shall submit a written record of those items which are relevant to each billing period with its corresponding invoice. Upon receipt and approval by CITY of such billing, CITY shall cause payment to be made to CONSULTANT in the amount specified. CITY agrees to make payment pursuant to approved invoices to annuitant within thirty (30) days of receipt of the invoice except as provided in Civil Code section 3320.

- E. If the CITY disputes in good faith any portion of any amount due the consultant, CITY may withhold payment in an amount not to exceed one hundred fifty percent (150%) of the disputed amount. The fact CITY makes payment under this Agreement shall not be interpreted to imply the CITY has approved of the quality of the services rendered by the CONSULTANT or CONSULTANT'S agents or employees.

5. TERMINATION OF AGREEMENT

This Agreement may be terminated by CITY upon giving ten (10) days written notice to ENGINEER. If the agreement is terminated CITY shall pay to ENGINEER, as full payment for all services actually and satisfactorily rendered hereunder up to the notice of termination. Consideration shall also be given to both satisfactorily completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the CITY or in possession of the CONSULTANT. Upon acceptance of said payment by CONSULTANT, the above referenced documents shall be delivered to and become the property of CITY

6. INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the CONSULTANTS profession. Consultant's coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the 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 officers, officials, employees, and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.
2. For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice be certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

F. Verification of Coverage

CONSULTANT shall furnish the CITY with original certificates and amendatory endorsement effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the city's forms provided those endorsements conform to the City requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

G. Maintaining Coverage

If CONSULTANT, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, CITY may purchase such required insurance coverage and, without further notice to CONSULTANT, may deduct from sums due to CONSULTANT any premiums and associated costs

advanced for such insurance. If the balance of monies obligated to CONSULTANT pursuant to this Agreement are insufficient to reimburse CITY for the premiums and any associated costs, CONSULTANT agrees to reimburse CITY for the premium and pay for all cost associated with the purchase of said insurance.

7. INDEMNIFICATION

CONSULTANT shall indemnify, defend (upon request of CITY) and hold harmless CITY, and CITY'S officers, agents and employees and each of them, from any and all actions, claims, demands, liabilities, losses, damages, and expenses (including but not limited to attorney's fees) of any kind or nature proximately caused by: (a) the negligence of CONSULTANT, its officers, agents, employees or independent contractors; or (b) the failure of CONSULTANT, its officers, agents, employees or independent contractors to exercise that degree of skill and care customarily exercised by similar professionals when providing similar services.

8. HAZARDOUS MATERIALS

It is understood and agreed that CONSULTANT'S services herein do not include the treatment or handling, or potential or existing hazardous materials, pollutants, or asbestos. If the CITY or CONSULTANT is aware of, or becomes aware of, elements of any of the above in the Project for which CONSULTANT is to provide services, CITY or CONSULTANT shall immediately notify the other party in order for the CITY and CONSULTANT to renegotiate necessary services according to Section V of this Agreement.

9. CONSULTANT'S RESPONSIBILITY

A. CONSULTANT shall be an independent contractor, and is not an agent or employee of CITY. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting CONSULTANT in performance of these engineering services

B. CONSULTANT shall be solely responsible for all matters relating to the payment of CONSULTANT'S employees including compliance with Social Security, Federal Minimum Wage Rates, withholding and all other regulations governing employee wages or salary.

C. CONSULTANT shall provide services under this Agreement with the skill and care customarily exercised by similar professionals in the State of California when providing similar services.

10. CONSTRUED ACCORDING TO CALIFORNIA LAW

The provisions of this Agreement will be construed in accordance with the laws of the State of California.

11. NON WAIVER

No covenant or condition of this Agreement to be performed by CONSULTANT can be waived except by the written consent of CITY. Forbearance or indulgences by CITY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the CONSULTANT. CITY shall be entitled to invoke any remedy available to CITY under this Agreement or by law or in equity despite said forbearance or indulgence.

12. INCORPORATION OF PRIOR AGREEMENTS AND AMENDMENTS

The Request for Proposal, including all addenda, is hereby incorporated by reference, except to the extent that the Request for Proposal, or addenda, conflict with the terms of this Agreement. This Agreement may be modified only by a duly executed written amendment. Any oral agreement or unwritten understanding pertaining to this Agreement shall not be effective.

13. PROCEDURE TO MODIFY AGREEMENT

Except as otherwise provided herein, the terms of this Agreement may only be modified by the written consent of the parties hereto.

14. NOTICES

Notices shall be sufficiently given hereunder if personally served upon the City Clerk's Office of the CITY or the CONSULTANT, or if sent by United States mail, postage prepaid, as follows:

To CITY:

Public Works Administration
City of Ridgecrest
100 West California Ave.
Ridgecrest, CA 93555

To CONSULTANT:

The address to which the notices shall be mailed to either party may be changed by written notice given by such party to the other, as provided above but nothing herein contained shall preclude the giving of any such notice by personal service.

15. NO AUTHORITY TO BIND

CONSULTANT has no authority to bind CITY to any agreements or undertakings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized as of the day and year first above written

CITY OF RIDGECREST

By _____
Steven P. Morgan, Mayor
City of Ridgecrest

By _____
(Signature)

APPROVED AS TO FORM

(Typed Name)

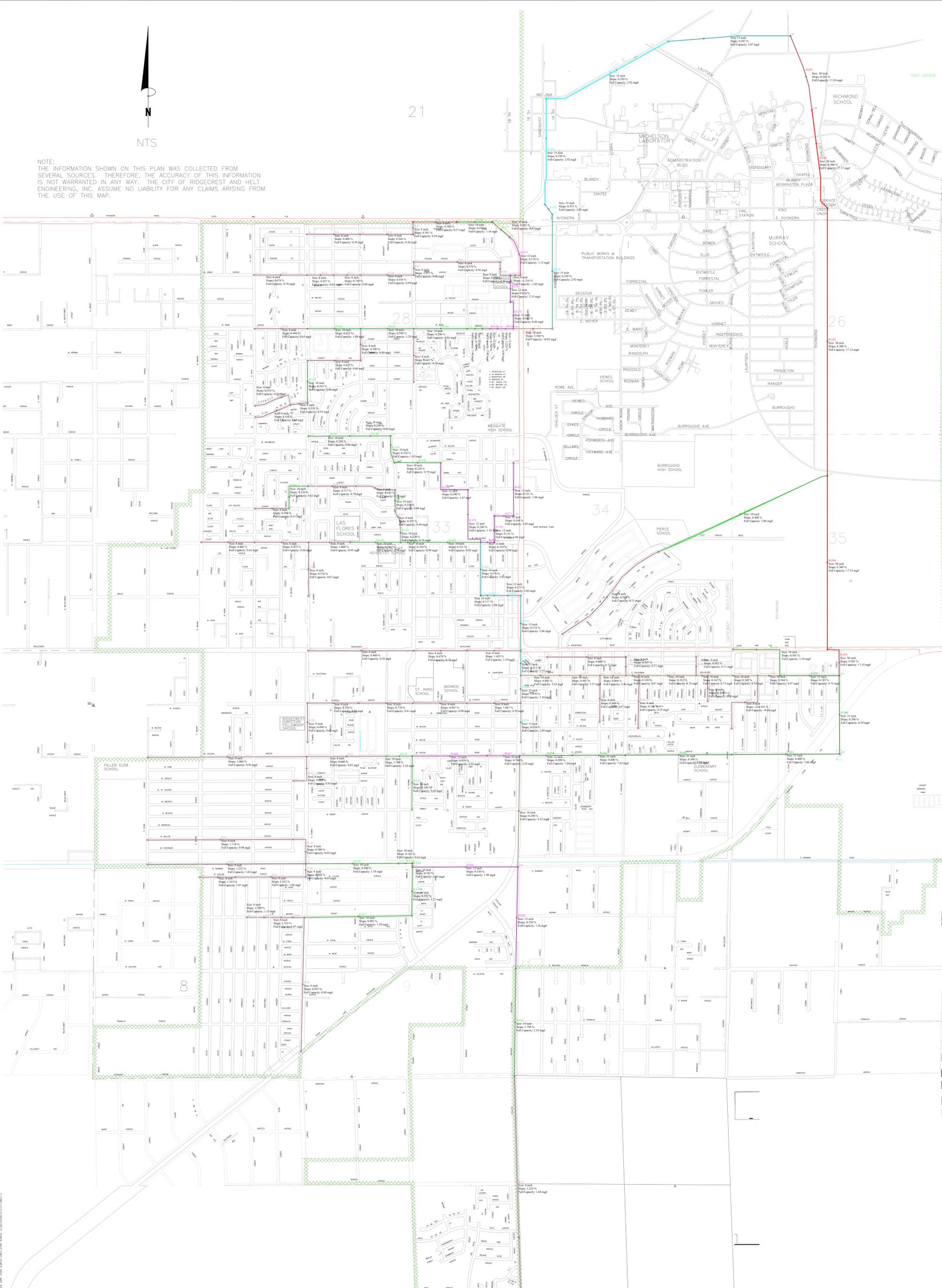
City Attorney

By _____
Attorney

(Title)

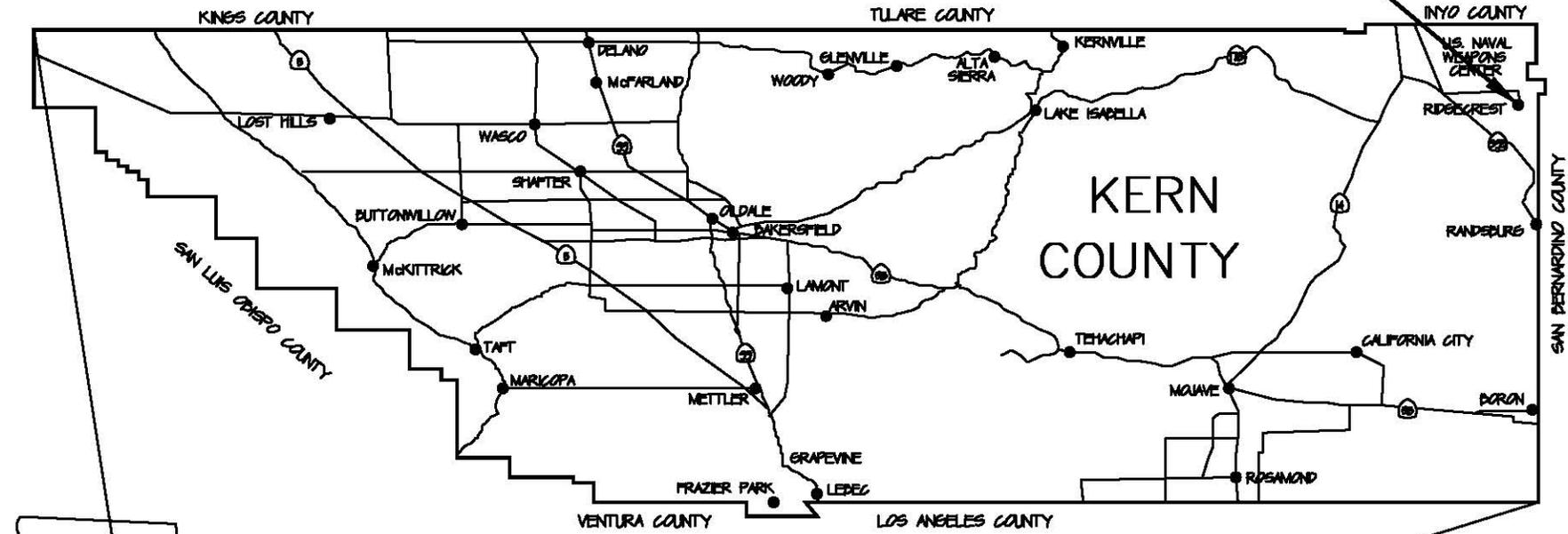


NOTE:
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SHEET 1
CITY OF RIDGECREST
KERN COUNTY, CALIFORNIA
SEWER BASE MAP
DATE: 03/07/07
SCALE: AS SHOWN
DRAWN BY: JAP
DATE: CK BY: [blank]
REVISIONS (C.D. BY DATE) JOB NO.
01210
2930 UNION AVE., BAKERSFIELD, CA 93305
PHONE: (661) 333-0445 FAX: (661) 333-0799

PROJECT SITE



VICINITY MAP