

City of Ridgecrest

Request for Qualifications Engineering Services



Proposals Due: 5:00 p.m., February 16, 2010

**City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555
(760) 499 5082
FAX (760) 499 1580**

Request For Qualifications - Engineering Services

The City of Ridgecrest is requesting a Letter of Interest and Statements of Qualifications from qualified firms to perform General Engineering Services for a period of three (3) years. The City desires to engage the services of an Independent Consulting Engineering Firm with a principal registered in the State of California to serve as a Consulting City Engineer and such services shall be performed in a professional manner. The basic services required are an integrated consulting engineering firm with municipal, civil, surveying, and structural expertise to act in the capacity of consultation, planning, project development, design, surveying, project management, construction management, and development review. The Engineer shall not represent private clients within the City's sphere of influence. Selection shall be based on the Consultant that is the most qualified and most closely suited to the needs of the City.

1. DESCRIPTION OF SERVICES

The City of Ridgecrest requires the services of an engineering consulting firm to provide engineering services for the City, as well as, to act in the capacity of City Engineer. The proposed services are on an as as-needed basis. So that if there is no demand, then the services will not be rendered.

2. SCOPE OF SERVICES REQUESTED

In general the consultant shall perform civil engineering services on an “on call or as-needed” basis for various projects assigned by the City. The types of services and responsibilities which are expected of the consultant may include the following:

A. City Engineering

1. Perform statutory responsibilities of City Engineer.
2. Perform technical staff support for City Council, City Manager, Committees, Director of Public Works and Planning Commission.
3. Review standards for construction within the City.
4. Review and supervise the maintenance of records and plans for:
 - a. Streets
 - b. Storm Drains
 - c. Sanitary Sewers
 - d. Public Easements
 - e. Publicly-Owned Facilities
 - f. Base Maps
5. Attend meetings of City Council, Planning Commission, Committees, and Management Staff, as deemed necessary by the Director of Public Works.

B. Development Review Services

1. Review engineering aspects of current planning and private development.

2. Review, approve and process tentative maps, parcel maps, final maps. Follow through on recordation of maps, easements, agreements, etc.
3. Review and approve improvement plans prepared by outside engineers.
4. Supervise the inspection of construction of public facilities by private developers and recommend acceptance.

C. Traffic Engineering Services

1. Perform those traffic studies requested by the City.
2. Recommend solutions to street design problems.
3. Provide general engineering consultation in connection with traffic circulation, street signs, noise impact, etc.

D. Capital Projects

1. Upon specific authorization by the Director of Public Works, prepare plans and specifications for City Council approved capital projects.
2. Provide plan checking and construction of City undertaken projects.
3. Provide special engineering reports as to such related matters as traffic studies, assessment district formation, annexations, etc.

E. Other Services

Provide engineering services on a negotiated fee basis for those services which either requires more time than is available under the contract or for disciplines which are outside the expertise of the personnel assigned to the contract as mutually agreed in advance by city and consultant.

1. Project design, contract administration and construction inspection.
2. Engineering studies as deemed necessary by City Council, such as drainage plans, traffic studies or other comprehensive analysis.

F. Special Projects

In general, City will retain consultant for all projects and additional services for which consultant has in the City's judgment the capability and staff availability. Notwithstanding the above, City has the right to retain other consulting firms in its sole discretion when city believes there will be an economic or other significant advantage for doing so.

The scope of work for any one project may involve all phases of project development and may include but not be limited to the following:

Administration

Consulting services to the City Council, Committees, and staff

Serve as City Engineer in the absence of the City Engineer

Represent the City to Applicants and developers of construction project

Preliminary Engineering

Prepare alternative preliminary layouts, surveying, geotechnical services, and estimates of probable cost for alternatives.

Prepare engineering details and calculations

Present alternatives and provide recommendations and analyses of the advantages of each alternative.

Project Development

Obtain proper approval from Caltrans, using all proper forms both for State and Federal guidelines

Construction Documents

Prepare engineering calculations and designs, plans, specifications, cost estimates, and Contract Bidding Documents. The City will provide the General Provisions and bid forms and the Consultant shall modify the documents by adding the necessary special provisions and project bid schedule. The City shall review the construction documents at the preliminary engineering, sixty (60%), ninety percent (90%), and final documents stages or as deemed necessary by the City. All project calculations, supporting/reference information, correspondence, photos, Microsoft Office files, etc. shall be provided to City with the final submittal or upon request.

Drawings shall be prepared in a standard engineering scale using AutoCAD version 2004, or 2007. All drawings shall have their bearings based upon the translated to be consistent with the California Coordinate System (Zone 6). Final Drawings shall be set signed and stamped on 24 inch by 36 inch mylar media. All project AutoCAD files (i.e. drawings, x refs, blocks, fonts, etc.) shall be provided to the City on CD or DVD Format.

Bidding Stage

Assist the City in answering bidders' questions, attend pre-bid conferences and job walks, perform constructability review of other firms or own plans and specifications, prepare agenda, review three lowest bidder and qualify lowest bidder, prepare bid summary and recommend award.

Construction Stage

Attend pre-construction conference.

Monitor construction schedule, visit construction site as required for progress and quality of work evaluation.

Review material submittals and request all certifications from contractors/subcontractors

Assist the engineer, contractor, and construction manager/contract administrator with interpretation of the plans and specifications, analysis of changes conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of all change orders.

Upon completion of construction, the Consultant shall prepare “as-built” drawings to the satisfaction of the City.

Special Requirement: Due to the fact that most of the City’s projects will be funded by Federal or State Grants, the selected consulting firm must comply and have knowledge of the requirements of Caltrans’s Local Assistance Procedures Manual and the City of Ridgecrest Quality Assurance Plan for Federal and State Funded Projects and all applicable prevailing wage laws as well as meeting the Disadvantaged Business Enterprises (DBE) goals.

3. SCHEDULE OF EVENTS

This request for qualifications will be governed by the following schedule:

- Release of RFQ and Available Online January 20, 2010
- Proposals due Date February 16, 2010
- Proposal Evaluation Completed March 17, 2010
- Approval of Contract April 7, 2010

4. CITY’S RESPONSIBILITIES

Furnish scope of work request for each project assigned

Furnish the City standard plans and general specifications to the consultant

Furnish the Quality Assurance Plan to the consultant

Furnish the Disadvantaged Business Enterprises (DBE) goals and copy of the agreement with Caltrans to the consultant

5. PROPOSAL FORMAT GUIDELINES

Interested engineering firms are to provide to the City of Ridgecrest with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than twenty (20) typed pages using a 12 point font size, including pre-qualification letter, cover letter and resumes of key people, but excluding Index/Table of Contents, Vendor Application Form, Tables, Charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposals should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFQ instructions, responding to the RFQ requirements, and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract will be rejected. The following proposal sections are to be included in the bidder’s response.

A. Vendor Application Form and Cover Letter

Complete Appendix A, "Request for Proposal Vendor Application Form" and attach this form to the cover letter. In addition to the Vendor Application Form, a cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days from the date the proposal is submitted to the City. Indicate the address and telephone number of the consultant's office located nearest to the City of Ridgecrest, California and the office which the projects will be managed.

C. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to the Scope of Work of the RFQ.

D. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of the RFQ. The Methodology Section should include:

- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFQ; (ii) methodology for soliciting and documenting views of internal and external stakeholders, i.e. City Council, City Department, etc.; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

E. Staffing

Provide a list of individuals(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual and team organization including an organization chart. Upon award and during the contract period, if the consultant chooses to assign different personnel to a project, the consultant must submit their names and qualifications including information listed above to the City for approval before they begin work.

F. Qualifications

The information requested in the section should describe the qualifications of the firm, key staff and sub consultants performing projects within the past 3 years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work
- 2) A summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in the Request for Proposal.
- 3) Provide at least four Central or Southern California references that received similar services from your firm. You can include references listed in the pre-qualification letter. The City of

Ridgecrest reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

G. Fee Proposal

The separately submitted Fee Proposal should include the following:

The firm's schedule of hourly rates, including rates for all sub consultants, shall be included, with the proposal and indicate that the rates are valid for the term of the contract. The percentage mark up of reimbursable expenses, in any, shall also be specified in the rate schedules. The firm should propose a onetime flat fee, for preparation of Pavement Management System (PMS) update. Typically, PMS updates are done every third year, and one will be required during the contract period. There should also be fee proposals for updated speed studies (Speed Survey approved in 2009).

7. PROCESS FOR SUBMITTING PROPOSALS

Content of Proposal

The proposal must be submitted using the format as indicated in the proposal format guidelines.

Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

Number of Proposals

Submit six (6) copies of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

Submission of Proposals

Complete written proposals must be submitted in seal envelopes to:

City of Ridgecrest
Rachel Ford, City Clerk
100 W. California Ave.
Ridgecrest, CA 93555

Envelopes must be sealed, plainly marked: "Request for Qualifications Engineering Services", and include the name and address of the proposer. The City of Ridgecrest reserves the right to reject any or all proposals.

Inquiries

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 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.

Conditions for Proposal Acceptance

This RFQ does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFQ, to negotiate with any qualified source, or to cancel this RFQ in part or in its entirety. All proposals will become the property of the City of Ridgecrest. If any proprietary information is contained in the proposal, it should be clearly identified.

8. EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon "Qualifications Based Selection" (QBS) for professional services. The following criteria will be used in evaluating the proposals using a point value system (100 points) based upon the weight factor indicated on the following page:

CONTENT AND EVALUATION CRITERIA	MAXIMUM SCORE
A. Meets Pre Qualification	0
B. Compliance with Proposal Format Guidelines & understanding of Background and Project Summary	10
C. Approach & Work Plan	30
D. Qualifications and experience of firm, project manager and other team members	35
E. Clarity of Proposal	10
F. Results of reference Checks	15
TOTALS	100

The City may also contact and evaluate the bidder's and subcontractor's references; contact and bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Ridgecrest.

After written proposals have been reviewed, the top three firms selected for final evaluation, may be required to make an oral presentation of their proposal to the City's Selection Committee. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the

intent of any portions of the proposal and to see samples of previous work products; no power-point presentations are expected or desired. The City will schedule the times and location for this meeting. If awarded, an individual from your firm who is directly responsible for carrying out the contract should be present at the oral interview and will be required to provide an audited financial statement.

A notification of Intent to Award may be sent to the consultant selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing consulting firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring consulting firm or withdraw the RFQ.

No agreement shall be binding upon the City until a Professional Services Agreement is completely executed by the Consultant, City Manager, and City Attorney and approved by the City Council. Failure to execute and return the contract agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contract offer. A copy of the Professional Services Agreement is attached as Appendix "C".

9. STANDAND TERMS AND CONDITIONS

♦ **Amendments**

The City reserves the right to amend this RFQ prior to the proposal due date. All amendments and additional information will be posted on the City of Ridgecrest Official City Web Site at www.ci.ridgecrest.ca.us. Bidders should check this web page daily for new information.

♦ **Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.

♦ **Contract Discussions**

Prior to award, the apparent successful firm may be required to enter into discussion with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm.

♦ **Confidentiality Requirements**

The staff members assigned to this project may be required to sign a departmental nondisclosure statement. Proposals are subject to the Freedom Information Act. The City cannot protect proprietary data submitted in proposals.

♦ **Insurance Requirements**

The City of Ridgecrest requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) on file with the City for in issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix B. Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by the City of Ridgecrest City Council. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

APPENDIX A

VENDOR APPLICATION FORM

**“On-Call” Civil Engineering Services
REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State, and Zip Code: _____

E-Mail Address _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Phone: _____ Business Fax: _____

Is your Business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of person with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Ridgecrest Business License Number: _____

(If none, you must obtain a City Business License upon award of contract.)

City of Ridgecrest Business License Expiration Date: _____

**CONSULTING ENGINEERING SERVICES
AND
CITY ENGINEER**

APPENDIX C

**PROFESSIONAL SERVICES
AGREEMENT**

CITY OF RIDGECREST

CONSULTANT SERVICES AGREEMENT

CONSULTING ENGINEERING SERVICES AND CITY ENGINEER 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)