

CITY OF YUBA CITY
STAFF REPORT

Date: September 21, 2021

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presentation by: Diana Langley, Public Works Director

Summary

Subject: Garden Highway Trunk Line Rehabilitation Phase I Project Award

Recommendation: Adopt A Resolution Of The City Council Of The City Of Yuba City Awarding A Construction Contract To SAK Construction, LLC., In The Amount Of \$1,185,744.00, And Approving A Professional Services Agreement With Inferrera Construction Management Group, Inc., For Construction Management And Inspection Services, And Authorizing The City Manager To Execute The Contracts On Behalf Of the City, Subject To Review And Approval

Fiscal Impact: \$1,536,655.00 – Total Project Cost – Account No. 1229 (Capitalization Fund)

\$1,185,744.00	- Contract Award Amount
\$231,100.00	- (20%) Construction Contingency
\$96,096.00	- (8%) Construction Management
\$23,715.00	- (2%) City Administration

Purpose:

To maintain the City's wastewater collection system's service and efficiency through proactive rehabilitation and major maintenance.

Background:

In 2020, the City adopted the Wastewater Master Plan (WWMP). This WWMP includes a comprehensive analysis of the City's existing wastewater infrastructure. Specifically, the WWMP recommends the removal or rehabilitation of all Techite Reinforced Plastic Mortar (RPM) pipe due to its high failure rate and substandard material. Public Works has identified approximately 8,830 linear feet of 36" and 42" Techite RPM to rehabilitate in total.

Due to RPM pipes' brittleness, once exposed to air, the pipe fractures very easily making any open trench repair extremely difficult. "Lining" is often used to extend its service life via a trenchless rehabilitation method utilizing a resin-saturated felt tube that is pulled through an existing pipe. The felt tube is inflated with water or air and then heated to allow the resin to cure and harden thus providing full structural integrity and functionality in replacing the existing RPM.

This project proposes the rehabilitation of approximately 2,590 linear feet of 42" RPM via lining from the Wastewater Treatment Facility on Burns Drive to the intersection of Garden Highway and Lincoln Road. To rehabilitate this segment of 42" RPM, a large bypass system will be utilized to divert all sewage flow within the pipeline during the construction process.

On July 20, 2021 City Council adopted a CEQA Class 1 Categorical Exemption, approved the plans and specifications for the 2021 Garden Highway Trunk Rehabilitation Phase I Project and authorized the Public Works Department to advertise for bids.

Analysis:

Construction Contract:

The Garden Highway Trunk Line Rehabilitation Phase I Project was advertised for bids beginning August 2, 2021. Plans and specifications were provided to local builder/contractor exchanges. On September 2, 2021, four (4) bids were received and opened by the City Clerk. A list of the bids received and the Engineer's Estimate are shown below.

<u>Company</u>	<u>Total Bid</u>
SAK Construction, LLC.	\$1,185,744.00
Insituform Technologies, LLC	\$1,235,682.00
Michels Pipeline Construction	\$2,132,648.00
Lamassu Utility Services, Inc.	\$2,168,677.45
<i>Engineer's Estimate</i>	<i>\$1,581,090.00</i>

SAK Construction, LLC. is the low, responsible, and responsive bidder. Additionally, SAK meets the following minimum project and personnel experience requirements:

- Minimum of Five (50 years active CIPP commercial installation;
- Installed a minimum of 15,000 linear feet of 30" or larger diameter CIPP in the U.S; and,
- Field Superintendent shall have supervisory experience on a minimum of three (3) successfully completed CIPP projects of successfully installed 10,000 linear feet of 30" or larger diameter CIPP including at least two (2) years of sewage flow control supervisory experience.

Construction Management and Inspection:

The rehabilitation of approximately 2,590 LF of 42" pipe and operation of a bypass system to divert large amounts of sewage flows will require full-time inspection and construction management to ensure compliance with the City's specifications and prevent severe backlogs and incomplete and/or unidentified work orders. With other ongoing projects anticipated to occur during the same timeline, the City is not sufficiently staffed to provide the level of construction management and inspection this project will require.

Staff contracted three (3) consultants who have successfully proposed on other similar construction management and inspection projects in accordance with the City's Purchasing Policy. Of the three (3), Coastland Civil Engineering, Inc. and Inferrera Construction Management Group, Inc. (ICM) submitted proposals and budget-level estimates. Upon analysis of proposals, staff determined ICM demonstrated competence, professional qualifications, relevant experience, availability, and fair and

reasonable costs. Staff recommends entering into a Professional Services Agreement with ICM in the amount of \$96,096.00 which includes a 10% contingency to account for potential extra work due to bypass pumping inspection overtime. The City will be billed for actual costs.

Fiscal Impact:

The estimated total project cost of Phase I is approximately \$1,536,655.00 broken down as follows:

Construction Contract	\$ 1,185,744.00
Construction Change Order Contingency (20%)	\$ 231,100.00
Construction Management / Inspection (8%)	\$ 96,096.00
City Administration (2%)	\$ 23,715.00
Total	\$ 1,536,655.00

Staff is proposing a \$231,100 construction contingency which equates to approximately 20% in contingency funds. To divert all the sewage flow necessary to rehabilitate the 42" RPM, a large and complicated bypass system will be required to operate continuously in order to prevent a lapse in wastewater services to a large portion of the population. The complicated nature of the bypass system and its operation present the opportunity for numerous complications and unpredictable variables.

Alternatives:

Reject the bids and delay/cancel the project.

Delaying/canceling the project may result in the catastrophic failure of the existing RPM and cause significant sewer overflows and property damage.

Recommendation:

Adopt A Resolution Of The City Council Of The City Of Yuba City Awarding A Construction Contract To SAK Construction, LLC., In The Amount Of \$1,185,744.00, And Approving A Professional Services Agreement With Inferrera Construction Management Group, Inc., For Construction Management And Inspection Services, And Authorizing The City Manager To Execute The Contracts On Behalf Of the City, Subject To Review And Approval

Attachments:

1. Resolution
 - A. Draft Agreement – SAK Contract No. 20-08
 - B. Draft Professional Services Agreement - ICM

Prepared by:

/s/ Nick Menezes
Nick Menezes
Assistant Engineer

Submitted by:

/s/ Dave Vaughn
Dave Vaughn
City Manager

Reviewed by:

City Attorney

[SLC by email](#)

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING A CONSTRUCTION CONTRACT TO SAK CONSTRUCTION, LLC., IN THE
AMOUNT OF \$1,185,744.00, AND APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH INFERRERA CONSTRUCTION MANAGEMENT GROUP, INC., FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE CONTRACTS ON BEHALF OF THE CITY, SUBJECT TO
REVIEW AND APPROVAL AS TO LEGAL FORM BY THE CITY ATTORNEY**

WHEREAS, the City of Yuba City advertised for bids for the City of Yuba City's Garden Highway Trunk Line Rehabilitation Phase I Project; and,

WHEREAS, in response to the advertisement, the City received four bids for the Garden Highway Trunk Line Rehabilitation Phase I Project in the following bid amounts:

SAK Construction, LLC.	\$1,185,744.00
Insituform Technologies, LLC	\$1,235,682.00
Michels Pipeline Construction	\$2,132,648.00
Lamassu Utility Services, Inc.	\$2,168,677.45; and

WHEREAS, the City Public Works Department has reviewed the four (4) bids, and examined SAK Construction. LLC. and its bid response, found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project; and,

WHEREAS, the City desires to award the bid to SAK Construction. LLC. of O'Fallon, MO and enter into an agreement with SAK Construction. LLC. to construct the Garden Highway Trunk Line Rehabilitation Phase I Project; and,

WHEREAS, the City solicited three (3) proposals for construction management and inspection for the Garden Highway Trunk Line Rehabilitation Phase I Project; and,

WHEREAS, Inferrera Construction Management Group, Inc. (ICM) of Shingle Springs, CA demonstrated competence, professional qualifications, relevant experience, availability, and fair and reasonable costs; and,

WHEREAS, the City desires to enter into a Professional Services Agreement with ICM for construction management and inspection services during construction of the Garden Highway Trunk Line Rehabilitation Phase I Project; and

WHEREAS, the City Council adopted a Class 1 Categorical Exemption under CEQA Guidelines Section 15301, as such this project has already been environmentally assessed.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

1. The City Council of the City of Yuba City does hereby accept the four (4) bids received as noted above, finds that SAK Construction. LLC, is the lowest responsive and responsible bidder, and awards the construction contract to SAK Construction. LLC, in the total amount bid of \$1,185,744.00 for the Garden Highway Trunk Line Rehabilitation Phase I Project. Said contract agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution, shall be

subjected to review and approval as to legal form by the City Attorney, and the City Manager shall be authorized to execute the same on behalf of the City of Yuba City.

2. The City Council of the City of Yuba City does hereby accept the three (3) proposals received as noted above, finds that Inferrera Construction Management Group, Inc. (ICM) of Shingle Springs, CA demonstrated competence, professional qualifications, relevant experience, availability, and fair and reasonable costs. Said contract agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution, shall be subjected to review and approval as to legal form by the City Attorney, and the City Manager shall be authorized to execute the same on behalf of the City of Yuba City in the amount of \$96,096.00 to provide construction management and inspection services during construction for the Garden Highway Trunk Line Rehabilitation Phase I Project.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21st day of September, 2021.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

- A. (Draft) Agreement – SAK Contract 20-08
- B. (Draft) Professional Services Agreement - ICM

ATTACHMENT A

**CITY OF YUBA CITY
PUBLIC WORKS DEPARTMENT**

CONTRACT AGREEMENT

**GARDEN HIGHWAY TRUNK LINE REHAB PHASE I PROJECT
CONTRACT NO. 20-08**

THIS AGREEMENT, made and concluded this 21st day of September 2021, between the City of Yuba City, party of the first part, and **SAK Construction, LLC.**, Contractor, party of the second part.

ARTICLE I. – WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the said party of the first part under the conditions expressed in the two bonds bearing even date with these presents and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Public Works Department, construction on various roads, all in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Specifications of the State of California Department of Transportation dated May 2010, the Standard Plans dated May 2010, the “Labor Surcharge” and “Equipment Rental Rates” in effect on the date the work is accomplished, and the “General Prevailing Wage Rates” of the State of California Department of Transportation, which said Special Provisions, Standard Plans, Standard Specifications are hereby specially referred to and by such reference made a part hereof.

The Special Provisions and the project plans for the work to be done are entitled:

GARDEN HIGHWAY TRUNK LINE REHAB PHASE I PROJECT

Which are hereby made part of this contract.

ARTICLE II. – The said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Yuba City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit.

ARTICLE III. – The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI. – The City of Yuba City hereby employs Contractor to provide material and to do the work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions hereinafter set forth.

ARTICLE VII. – The improvement contemplated in the performance of this contract is an improvement over which the City of Yuba City shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed, by and between the terms of this instrument and the bid or proposal of said Contractor, that this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**GARDEN HIGHWAY TRUNK LINE REHAB PHASE I PROJECT
CONTRACT NO. 20-08**

Item No.	Item Description	Unit of Measure	Est. Qty.	Item Price	Total Amount
1	Mobilization/Demobilization	LS	1	\$50,000.00	\$50,000.00
2	Cleaning of 42” RPM Sanitary Sewer	LF	2,576	\$4.00	\$10,304.00
3	Cured-In-Place-Pipe (CIPP) Rehabilitation of 42” RPM Sanitary Sewer (Includes Testing)	LF	2,576	\$290.00	\$747,040.00
4	Pre-CIPP Rehabilitation CCTV Inspection	LS	1	\$5,800.00	\$5,800.00
5	Post-CIPP Rehabilitation CCTV Inspection	LS	1	\$6,400.00	\$6,400.00
6	MH Lid & Frame	LS	1	\$5,300.00	\$5,300.00
7	Sanitary Sewer Bypass	LS	1	\$341,000.00	\$341,000.00
8	Temporary Traffic Control	LS	1	\$17,900.00	\$17,900.00
9	Pre-Job Photographs	LS	1	\$2,000.00	\$2,000.00
TOTAL AMOUNT BID =				\$1,185,744.00	

Approved as to form:

City Attorney
City of Yuba City

CITY OF YUBA CITY

Dave Vaughn
City Manager

Date

CONTRACTOR

Company Name

By and Title (signature)

Date

By and Title (printed)

Address

Telephone Number

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT Cellular Water Meter Replacement Project – Labor Compliance Services

This Agreement is made and entered into as of _____, 2021, by and between the City of Yuba City, a municipal corporation ("City") and Inferrera Construction Management Group, Inc. (ICM) ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

See Attached Scope of Services (Exhibit A)

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed **Ninety-Six Thousand, Ninety Sixty Dollars (\$96,096.00)** without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City

equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- * Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held

confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.

Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

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

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Exhibit A
Scope of Services

September 14, 2021

Mr. Nicholas Menezes
City of Yuba City
302 Burns Drive
Yuba City, CA 95991

RE: Proposal for Construction Management and Inspection Services for the Garden Highway Trunk Line Rehab Phase 1 Project

Dear Mr. Menezes,

We are happy to present you with this proposal to provide construction management and inspection services for the Garden Highway Trunk Line Rehab Phase 1 Project (Project). This is an important project for the City to improve the integrity of the City's wastewater collection system.

We understand that SAK Construction, LLC is the apparent low bidder. We also understand that the Project consists in the installation of Cured In Place Pipe lining system within the City's existing 42-inch Techite pipeline. This Project includes bypass pumping. We are experienced with pipeline rehabilitation techniques, having worked on a number of pipeline rehabilitation projects that have included Cured In Place Pipe. We also provided construction management and inspection on numerous projects requiring bypass pumping.

Attached is a description of our qualifications and experience as well as our Fee Schedule and Proposed Budget of \$87,360. We look forward to assisting the City on this important project. If you have any questions, please call me at 916-792-9871.

Sincerely,

Inferrera Construction Management Group, Inc.



Jeffrey Inferrera, PE
Principal

Attachments

ICM Qualifications

Inferrera Construction Management Group, Inc. (ICM) is a third-party construction management and inspection company based out of Shingle Springs that specializes in treatment plant, pump station, and pipeline public works projects. All our staff are dedicated to providing CM and inspection services solely for wastewater and water projects. ICM has successfully completed the construction management and inspection of 20 treatment plants, 22 pump stations and over 60 pipeline projects, all locally. Most of ICM staff have over 25 years' experience.

ICM Projects

ICM has completed several projects with similar components to the City's Garden Highway Trunk Rehab Project as follows:

Delta Diablo Pump Stations Rehabilitation Project

\$10 Million / 2019-Current

The Project consisted of CIPP lining of several hundred feet of pipe as well as improvements of five pump stations. Critical work included bypass pumping, electrical and instrumentation improvements, and changes to equipment, piping, gates, and valves.



Delta Bypass Pumping System

Manteca Louise Ave Sewer Main Rehabilitation Project

\$2.5 Million / 2017-2018

This Project consisted of 2 miles of a 30 inch CIPP lined sanitary sewer. The sewer was live and located in the middle of two busy streets in the City of Manteca. Critical work included bypass pumping and traffic control. Work was performed at night.

Manteca CIPP Pipeline Rehabilitation Project

\$500,000 / 2009-2010

This Project consisted of the installation of 6,000 feet of CIPP ranging in sizes from 14 inches to 24 inches. Steam was used to cure the pipe. Bypass systems were used to redirect wastewater flow around the work zones.



Manteca CIPP Rehab

Manteca North Trunk Sewer Rehabilitation Project

\$12.5 Million / 2020 - Current

The Project consists of 4,000 feet of new 54' RCP. Since the existing pipeline was caving in as the new pipeline was being installed, one mile of bypass pumping was required.

Folsom Oak Avenue Pump Station Rehabilitation Project

\$2 Million / 2014-2015

This Project consisted of the demolition of existing pump facilities, installation of three new 100 hp vertical turbine pumps, new VFDs, new MCC, new 30,000 gallon underground overflow tanks, new Anue wet well agitator system, and new pig launch station. This project was completed on a small site with non-stop operation of the existing pump station. Three months of 24/7 bypass pumping was necessary to complete this project.



Oak Ave PS Bypass Pumping System

EID Carson Creek Lift Station Project

\$2.6 Million / 2014-2015

The project consisted of a new 3 MGD lift station with two 70 hp Flygt variable frequency drive slide rail pumps, 35 foot deep wet well, overflow manholes, CMU electrical building, emergency generator, BioAir odor control, and demolition of existing pump station BP2. Piping included a 12 inch force main and 18 inch gravity sewer. Critical work included bypass pumping.



Mare Island Bypass System

VFWD Mare Island Way Sewer Rehabilitation Project

\$1.6 Million / 2019

Project consisted of new sewer main & manholes, Cured-In-Place Pipe liner, and 24-hour sewage bypass pumping. Construction included 380 lineal feet of 8", 36", 42", & 48" PVC pipeline, 7' & 10' dia. poured-in-place manholes, 560 lineal feet of 36" CIPP rehabilitation, and subsequent restoration of asphaltic paving and landscaping. Existing 3-5 MGD sewage flows maintained via bypass pumping throughout construction and rehabilitation.



Mare Island CIPP Rehab

ICM Team

We propose Paul Lopez, RCI, as full-time Inspector for the City's Project. Paul is currently finishing the inspection for the City's WWTP Rehab Project. Paul has 29 years of experience as a public works construction inspector including wastewater bypass pumping. He has performed inspection on wastewater and water treatment and distribution projects including pipelines, treatment facilities, and pump stations. His work includes force mains, gravity lines, reinforced concrete and masonry structures, mechanical equipment, trenching, jack and bore, electrical and instrumentation, working in streets and working with the public. Resume attached.

Jeffrey Inferrera, PE, RCI, will provide part-time construction management. He is currently your CM on the City's WWTP Rehabilitation Project. Jeff has over 30 years' experience in construction management and inspection including CIPP projects and bypass pumping. Resume attached.



Scope of Services

The Scope of Services provided below represent what is normally expected of a construction management and inspection firm on a typical CIPP type of project.

Task 1: Construction Management

ICM will provide the following construction management services:

- a. Coordinate with Nick Menezes, City's project manager, to explain the progress of the work and highlight any issues.
- b. Provide project files (daily reports and photographs) at a frequency needed by the City.
- c. Conduct preconstruction meeting and weekly project meetings.
- d. Review contractor's payment applications and recommend disposition of such.
- e. Assist designer with submittal and RFI review and issuance of responses. We will provide a recommended disposition to the City. The City will approve or disapprove the submittal.
- f. Log and track submittals and RFIs.
- g. Assist with change orders, as needed.

Task 2: Construction Inspection

ICM will provide the following inspection services:

- a. Inspect contractor's work, verify it meets the requirements of the construction contract, and provide non-conformance documentation to contractor as appropriate.
- b. Complete daily reports and take project photographs.
- c. Record as-built information.
- d. Communicate with Project team members on a regular basis.
- e. Special Inspection of soils, paving, and coating as needed.



INFERRERA CONSTRUCTION MANAGEMENT GROUP, INC.

FEE SCHEDULE

FOR CITY OF YUBA CITY

GARDEN HIGHWAY TRUNK LINE REHAB PHASE 1 PROJECT

Labor Hourly Rates

Construction Manager	\$175
Construction Inspector	\$135
Administrator	\$80

Expense Rates

Phone/Internet: \$250 per month
Other costs billed separately

Notes

1. Minimum four-hour charge for onsite and offsite inspections.
2. We assume Contractor will work 8-hour days. We assume 30 hours 1.5x overtime inspection included for bypass inspection.
3. Overtime rate of 1.5 times the Labor Hourly Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday.
4. Overtime rate of 2 times the Labor Hourly Rate applies for overtime hours greater than 4 daily, Monday through Friday, and all overtime hours more than 8 hours on Saturday and all hours on Sunday and Holidays
5. Add \$15 to Construction Inspector Labor Hourly Rate for Second Shift work.
6. Vehicle charge for per prevailing wage requirements. Onsite travel at \$0.60 per mile.
7. Materials Markup: 0%
8. Subconsultant Markup: 10%
9. Based on a time and materials contract. This cost proposal is only an estimate; actual labor effort will be dependent on the contractor's schedule. Budgeted hours and cost proposal may change based on the actual project schedule. ICM reserves the right to transfer budgeted hours between tasks and subtasks
10. Rates are valid until March 31, 2022.
11. This Rate Schedule is Confidential Information.
12. This proposal excludes State required apprenticeship hours for an apprentice assigned to this project by an agency of the State of California or union affiliate or other entity.

City of Yuba City Garden Highway Trunk Line Rehab Phase 1 Project

ICM's Estimated Budget for CM and Inspection Services									
Role	NTP1			NTP2			Total Hours	Rate	Total Budget
	Sep-21 Hours	Oct-21 Hours	Nov-21 Hours	Dec-21 Hours	Jan-22 Hours	Feb-22 Hours			
Construction Manager		40	40	40	40	16	176	\$ 175	\$ 30,800
Pipeline Inspector				72	168	16	256	\$ 135	\$ 34,560
Pipeline Inspector, OT				10	20		30	\$ 195	\$ 5,850
Administrator		16	16	16	16	16	80	\$ 80	\$ 6,400
Coatings Inspector									\$ 2,000
Material Testing									\$ 3,500
Administrative Fee									\$ 550
Expenses									
Project Travel									\$ 2,700
Field Computer				2	2		4	\$ 150	\$ 600
Field Phone				2	2		4	\$ 100	\$ 400

Grand Total Budget \$ 87,360

NTP1 Notice To Proceed for submittals and paperwork

NTP2 Notice To Proceed for fieldwork

Field Work Duration Section 6.3 All work shall be completed within 30 working days.

14-Sep-21

ICM



Mr. Inferrera has more than 30 years of experience in the water and wastewater industry with emphasis in construction management, resident engineering, and inspection. He specializes in pump stations, wastewater and water treatment plants and pipelines

Qualifications

Registrations:

Professional Civil Engineer, California No. 62190

Registered Construction Inspector (Division 1) ACIA, No. 5832

California SWPPP QSP, QSD No. 23237

Education:

MS, Environmental Engineering, Cornell University, 1991

BS, *cum laude*, Environmental Science and Engineering, Rutgers University, 1986

Delta Diablo Pump Station Rehabilitation Project – Antioch, CA

Construction Manager for the Delta Diablo Sanitation District Pump Station Rehab project which consisted of rehabilitation of five pump stations. Work included all trades including pipelines, pumping systems, electrical, instrumentation and controls, coatings, concrete, HVAC, and building construction.

WWTP Rehabilitation Project – City of Yuba City, CA

Construction Manager for the Wastewater Treatment Facility Improvements project consisted of Digester fixed covers and gas system piping, Bar Screen replacement, structural steel canopy and sludge dewatering screw presses including conveyance system. Major electrical and control improvements included new Motor Control Centers, PLC's, 12KV transformers, electrical ductbanks, and SCADA integration of five process areas, plus modernization of facility network.

VFWD Mare Island Way Sewer Rehabilitation Project – Vallejo, CA

Construction Manager for the Mare Island Sewer Rehab Project which consisted of new sewer main & manholes, Cured-In-Place Pipe liner, and 24-hour sewage bypass pumping. Construction included 380 lineal feet of 8", 36", 42", & 48" PVC pipeline, 7' & 10' dia. poured-in-place manholes, 560 lineal feet of 36" CIPP rehabilitation, and subsequent restoration of asphaltic paving and landscaping. Existing 3-5 MGD sewage flows maintained via bypass pumping throughout construction and rehabilitation.

Oak Avenue Wastewater Pump Station, City of Folsom - Performed resident engineering and inspection of the Oak Avenue Wastewater Pump Station. Station consisted of the construction vector discharge location, piping, concrete ramp, manhole, and fencing. Mr. Inferrera was responsible for contract administration, inspection, change orders, resolution of contractor conflicts and of technical issues.

City of Manteca Project Wastewater Quality Control Facility Expansion - Manteca, CA

Construction manager and/or inspector for over \$100 million of construction projects for the City of Manteca including the following:

- Inspection of Union and Louise Road Cured in Place Pipeline (CIPP) Rehabilitation Project.
- Inspection of South Trunk Sewer Project as part of the FEZ Project Phase
- New WWTP Influent Pump Station.
- Construction of aeration basins and secondary clarifiers.
- New 10 mgd tertiary filtration and UV disinfection.
- New solids handling facility including sludge mixing tank.
- North Plant Aeration Efficiency Improvements.
- Two new digesters, rehabilitation of two existing digesters, new digester control building.
- Tara Park and Woodbridge sewer lift stations.
- Atherton Tank and Pump Station Project.

SRWA Raw Water Pump Station Project, Construction Manager for a 45,000 gpm (100 cfs) raw water pump station in the levee of the Tuolumne River, east of Modesto. This work included soil freeze excavation shoring and construction of a large pump station within a levee. Site civil work in the flood plain and discharge of high pump station flows in the river made this Project environmentally sensitive.

Las Vegas Wastewater Treatment Plant – Las Vegas, NV - Resident engineer for plant expansion of city's water pollution control facility expansion from 66 to 93 MGD. This \$105 million expansion program involved 13 separate construction contracts, six separate contractors, and multiple contracts. Facilities involved in this expansion include secondary clarifiers, blower building, primary sedimentation, biological nutrient removal, chlorination/dichlorination, chemical feed facilities, filtration, anaerobic digesters, pumping stations, SCADA, headworks, mechanical dewatering, odor control, and O&M building. Approximately 10,000 lineal feet of pipeline was installed ranging in size from 8 to 120 inches in diameter.

Fruitridge Center Sewage Pumping Station, Power Inn Sewage Pumping Station, and Fruitridge Road Pipeline, Sacramento Regional County Sanitation District - Provided construction management and administration services for two new sewage pumping stations and gravity and force main sewer pipelines. This project included a 10 MGD pump station consisting of four 150 hp pumps in two wet wells, valves and metering vaults, odor control building, and a generator/electrical building and a 22 MGD pump station consisting of four 200 hp pumps in two wet wells, valve metering vaults, a control building, and a biofilter. The pipeline included over 32,000 ft of gravity and interceptor sewer pipeline ranging in size from 8 to 54 inches in diameter, 186 manholes, 22,000 ft of force main ranging in size from 24 to 30 inches in diameter, four railroad crossings, pipe reaming, cathodic protection system, slip-lining, water line relocations, and service connections. Mr. Inferrera was responsible for contract administration, change orders, resolution of contractor conflicts and of technical issues.

St. Andrew's Lift Station Upgrade, El Dorado Irrigation District - Resident engineer for the \$1 million upgrade of St. Andrew's Lift Station upgrade project. Construction work includes demolition of the existing electrical/mechanical dry pit, installation of five raw sewage pumps ranging from 3 to 150 hp, conversion of the dry pit to a wet pit, conversion of the wet pit to an emergency storage tank, installation of a 500 kW generator, miscellaneous valves and piping, and construction of a masonry electrical control building. Mr. Inferrera was responsible for contract administration, inspection, change orders, resolution of contractor conflicts and of technical issues.

SJWD Hinkle Reservoir Outage Temporary Tank Project – Construction Manager for the construction of two 1-million-gallon bolted steel tanks and appurtenances connected to a 100MGD water treatment plant. Appurtenances included piping connections, instrumentation, mixers and ports for future chlorine injection. Mr. Inferrera was responsible for contract administration, inspection, change orders, resolution of contractor conflicts and of technical issues.

Influent Pump Station, City of Manteca - Construction manager for the successful construction of a 20 MGD influent pump station and wastewater treatment plant expansion. The pump station consisted of a 40-foot deep structure, two 10 MGD and two 5 MGD pumps, variable frequency drives, piping, and valves. Jeff handled change orders, ran weekly meetings, monitored contractor schedule, was responsible for change orders, RFIs, CPRs, work orders, resolution of contractor conflicts, initiation of owner requested design changes, control of engineer's response to submittals and RFIs, construction cost estimates, and performed startup and SCADA prove out.

South River and New Natomas Pumping Stations, Sacramento Regional County Sanitation District Performed constructability review and completed construction schedule for a new 120" diameter pipeline, and two large wastewater pump stations capable of 235 MGD. Total construction value at \$96 million.



Mr. Lopez has 29 years of experience as a public works construction inspector. He has performed inspection on water and wastewater treatment and distribution projects including pump stations, pipelines, and treatment facilities. His work includes reinforced concrete and masonry structures, mechanical equipment, force mains, gravity lines, trenching, jack and bore, electrical and instrumentation, working in streets and working with the public.

Qualifications

Education/Certifications

Civil Engineering, California State University, San Diego, 1983 to 1986

Registered Construction Inspector (Division 1), American Construction Inspectors Association, No 6035

D1 – Water Distribution Operation, California Department of Health, No 42251

Competent Person Training, Trenching and Excavation

Confined Space Training, Asbestos Concrete Pipe Safety Training

Delta Diablo Pump Stations Rehabilitation – Antioch, CA

Inspector for Delta Diablo Sanitation District Pump Station Rehab project consisted of rehabilitation of five pump stations including CIPP lining of several hundred feet of pipe. Work included all trades including pipelines, pumping systems, electrical, instrumentation and controls, coatings, concrete, HVAC, and building construction

Carson Creek Pump Station – El Dorado Irrigation District, CA. Inspector for the demolition of an existing sewer pump station and construction of a new replacement pump station. The work included new wet well, electrical/operations building, pumps, emergency generator, force main piping, gravity piping, electrical, and site civil. Critical work included bypass pumping.

Oak Avenue Pump Station – City of Folsom, CA. Inspector for the demolition of existing pump facilities, installation of three new 100 hp vertical turbine pumps, new VFDs, new MCC, new 30,000 gallon underground overflow tanks, new Anue wet well agitator system, and new pig launch station. This project was completed on a small site with non-stop operation of the existing pump station. Three months of 24/7 bypass pumping was necessary to complete this project.

Yuba WWTP Rehabilitation , City of Yuba City, CA

Inspector for the City of Yuba City Wastewater Treatment Facility Improvements Project consisted of Digester fixed covers and gas system piping, Bar Screen replacement, structural steel canopy and sludge dewatering screw presses including conveyance system. Major electrical and control improvements included new Motor Control Centers, PLC's, 12KV transformers, electrical ductbanks, and SCADA integration of five process areas, plus modernization of facility network.

Bridlewood Canyon Pump Station – El Dorado Irrigation District, CA. Inspector for the rehabilitation of an existing sewer pump station. The work included wet well improvements, new MCC's and instrumentation, pumps, emergency generator, odor control, force main piping, electrical, and site civil.

Lake Forest Pump Station – City of Folsom, CA. Inspector for the demolition of an existing pump station and construction of a new replacement pump station. The work included new wet well, pumps, emergency generator, force main piping, gravity piping, electrical, and site civil.

Atherton Pump Station and Tank Project – Manteca, CA. Inspector for the construction of a 5 MGD pump station, 3.6 million steel tank, and related electrical, controls, instrumentation, piping, and site civil work.

Municipal Well Pump Station and Piping System - City of Woodland, CA

Senior construction inspector on this \$1.5 million water pumping and piping system. The project included over 4,000 feet of underground piping including ductile iron pipe in City roadways. As the inspector of record, provided oversight of all construction activities, coordinated work activities with the general contractor, and was responsible for project daily inspection and report writing.

Van Maren Pumping Station, County of Sacramento, CA

Construction inspector for a new \$17 million pump station. This 2 year project included a T-lock lined 35 foot deep wet well, two diversion structures, three tunnel borings and 1500 feet of 36" sanitary sewer pipeline 24 feet below grade. With poor soil conditions, shoring and dewatering was critical. Inspected subgrade, rebar, formwork, concrete placement, T-lock lining system, pipeline installation, backfill, pump installation, and instrumentation. Reviewed contractor progress payments, submittals, RFI's and performed SWPPP inspections.

Palm Ave. Pipeline Project – Citrus Heights Water District, CA. Inspector for the installation of over 5,000 linear feet 6 and 8 inch C900 and ductile iron potable water mainline. The work included trenching, shoring, jack and bore, bedding, backfill, traffic control and interfacing with the public.

Wastewater Treatment Plant Expansion Project, City of Woodland, CA

Senior construction inspector on this \$28 million wastewater treatment plant expansion project. With a project duration of two years, provided inspection and reporting of over 10 structures including a new pump station at a depth of 15 feet including dewatering and Class 3 soils. Underground pipe trenches were shored and dewatered, soil conditions were poor. Inspected aboveground piping, concrete structures, manholes, and pump and mechanical systems. As the inspector of record, provided oversight of all construction activities, coordinated work activities with the general contractor, and was responsible for project daily inspection and report writing. In addition, worked directly with the design engineer to work through design changes and resolve construction issues. Reviewed progress payments, submittals, and RFI's.

Pleasant Grove Wastewater Treatment Plant, City of Roseville, CA

Inspector the Pleasant Grove \$98 million wastewater treatment plant. For three years, provided inspection and reporting of over 20 structures including the pump station and headworks. Covered civil, structural and mechanical disciplines. Inspected deep underground pipelines that required shoring and dewatering. Inspected ductile iron pipe, vitrified clay pipe, reinforced concrete pipe, and lined piping systems. Mechanical inspection included vertical turbine pumps, compressed air filtration and HVAC systems. Inspected utilities, reinforced concrete and masonry structures, structural backfill, and roadway construction. Provided inspection for coatings and electrical. Reviewed contractor progress payments, submittals, RFI's and SWPPP.

Wastewater Treatment Plant Improvements Project, City of Manteca, CA

Inspector for a sludge removal system, water diversion structure, mechanical shop and employee locker room. The work included new masonry buildings, concrete diversion structure, underground pipelines, aboveground piping systems, mechanical systems and electrical improvements. As the inspector of record, provided oversight of all construction activities, coordinated work activities with the general contractor, and was responsible for project daily inspection and report writing. In addition, worked directly with the design engineer to work through design changes and resolve construction issues. Reviewed progress payments, submittals, and RFI's.

Exhibit B
Professional Services Agreement
Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
 - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
 - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.