

**Paradise Irrigation District**  
**RFP FOR**  
**WATER TREATMENT PLANT EQUALIZER TANKS**

August 2022

Note: Responses to this RFP are due  
by 3:00 PM, September 7, 2022

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## Acronyms

<b>Acronym</b>	<b>Definition</b>
Cal OES	California Governor's Office of Emergency Services
CEQA	California Environmental Quality Act
DWR	Department of Water Resources
EQ	Equalizer Tank
FEMA	Federal Emergency Management Agency
MGD	Million Gallons per Day
PID	Paradise Irrigation District
RFP	Request for Proposal
SOQ	Statement of Qualifications
WTP	Water Treatment Plant

## **Section 1 – Project Overview**

### **1.1 PROJECT OVERVIEW**

The Paradise Irrigation District (PID or the District) is soliciting proposals for professional services to conduct an engineering study, design, environmental analysis, and permitting, for two new wash water equalization tanks at the water treatment plant. Each tank will have a 188,000-gallon capacity. The work completion date is March 3, 2023. The project will involve study, design, and contract plans, including but not limited to final drawings, and specifications for the construction of the improvements.

## **Section 2 – Background and Water Treatment Plant**

### **2.1 DESCRIPTION OF THE WATER SYSTEM**

The Little Butte Creek watershed drainage is collected and stored in Paradise Lake and Magalia Reservoir. A 22.8-MGD surface water treatment plant (WTP) was constructed to serve Paradise Irrigation District in 1995 to meet the increasingly stringent regulations for potable water. The WTP currently receives most of its influent from Paradise Lake, with increased usage of Magalia Reservoir water during the winter months. The District's service area is located in the Town of Paradise in Butte County and covers approximately 18 square miles, serving a variety of residential, agricultural, and business customers. Before the 2018 Camp Fire, the District served approximately 10,500 service connections. At this time, the District serves approximately 4,500 services, including both potable and non-potable service. The potable water distribution system also contains several storage tanks, as well as a pump station. There are 7 pressure zones, maintained by pressure regulating valves. The pressure range in the distribution system is 40 to 150 psi.

### **2.2 WATER TREATMENT PLANT**

A 22.8 MGD surface water treatment plant was constructed in 1995 to meet the increasingly stringent regulations. A raw water tank at the plant receives water from Magalia Reservoir or Little Butte Creek through the Magalia Bypass, and is treated before being distributed to Paradise residents. The treatment process consists of coagulation, upflow clarification, multi-media gravity filtration and disinfection. The coagulation process consists of adding alum and polymer to the water to chemically bond very small particles in the water into larger particles. Coagulated water is passed through a bed of coarse granulated media in the absorption clarifiers. Coarse media in the clarifier removes most of the coagulated particles.

The clarified water then flows downward through multi-media filters consisting of anthracite, sand, and fine garnet to remove the remaining particulates and “polish” the finished water. A minimum amount of chlorine is added to the raw water to meet California state requirements. Chlorine can be added either to the raw water prior to filtration or to the filtered water. Filtered water is routed through a 650,000 gallon treated water storage tank to provide sufficient time for the chlorine to kill any bacteria remaining in the water. This water is then routed to off-site reservoirs for distribution to Paradise residents

## **Section 3 – Project Scope**

### **3.1 SCOPE OBJECTIVES**

The primary objective of the project is to replace the aging infrastructure and provide necessary redundancy to the District's water treatment plant. An additional objective is to prevent the interruption of plant operations due to construction. The selected consultant will develop a complete design package for the installation of 2 EQ tanks at the water treatment plant location.

### **3.2 SCOPE OF SERVICES**

The project scope defined in this RFP has been broken down into the following specific tasks outlined below:

#### **TASK 1: Project Management**

- The selected consultant shall provide project management services throughout the execution of the project which shall include, at a minimum:
  - Coordinate and facilitate project meetings, including project kickoff meeting.
  - Coordinate field investigations
  - Monthly progress tracking reports
  - Cost tracking and control
  - Monthly invoicing
  - Project schedule maintenance and control
  - Monitor progress and coordinate the activities being performed by all sub-consultants associated with the project.
  - Communication with local, state, and federal agencies, as required.
  - Quality Assurance/Quality Control

#### **TASK 2: Hydrogeological/Geotechnical Investigation & Site Surveying**

- Perform hydrological/geological investigations by a California licensed geologist, engineer, and/or hydrologist. The purpose of this work is to evaluate soil stability and identify any problems with the site location.
- Perform a topographic site survey by a licensed surveyor.
- Perform analysis of current EQ tank's foundation for use with future tank installation.
- A report shall be prepared, detailing the results and findings of the hydrological/geological investigation and site surveying. The report shall also include recommendations by the consultant or subconsultant. The report shall be provided to the District for review concurrently with the submission of the Preliminary Design

Report.

- *Deliverables: Hydrogeological/Geotechnical Investigation & Site Surveying Report. Provide 2 hardcopies of the Report and a copy of the Report in PDF format on a flash drive.*

### **TASK 3: Environmental Considerations and Constraints Analysis**

- Perform an environmental considerations and constraints analysis. A review of the project for possible CEQA exceptions. The consultant should identify the environmental documentation required to execute the California Environmental Quality Act (CEQA) process, potential regulatory permits, and potential mitigation strategies, as applicable, as well as the respective cost estimates.
- A report shall be prepared, detailing the results and findings of the environmental considerations and constraints analysis. The report shall also include recommendations by the consultant, or subconsultant.
- The report shall be provided to the District for review concurrently with submission of the Preliminary Design Report.
- *Deliverables: Environmental Considerations and Constraints Analysis Report. Provide 2 hardcopies of the Report and a copy of the Report in PDF form on a flash drive.*

### **TASK 4: Pre-Design Engineering and Engineering Report**

- The selected consultant will complete a design for two EQ tanks to be installed, one to be installed in current tank location and one to be installed near the current EQ tank.
- Some preliminary engineering will be needed to analyze existing transmission system hydraulics and constraints to identify and analyze potential cost-effective wash water equalizer tanks and how these will integrate with existing facilities.
- The design issues that need to be evaluated include the following:
  - Analyze transmission system hydraulics
  - Identify and analyze potential EQ flow improvements
  - Tank materials
  - Construction methods
  - Tank locations Inlet & Outlet
  - Water quality issues
  - Tank coatings
  - Tank appurtenances
  - Site considerations
- *Deliverables:*
  1. *Draft PDR. Provide 2 hardcopies of the Report and a copy of the Report in*

*PDF form on a flash drive.*

2. *Final PDR. Provide 2 hardcopies of the Report and a copy of the Report in PDF form on a flash drive.*

#### **TASK 5: Drawings and Specifications**

- The selected consultant will complete a design for two EQ tanks to be installed, one to be installed in current tank location and one to be installed near the current EQ tank.
- Complete drawings shall be completed for the installation of the 2 new tanks as well as the removal of the existing tank.
- Complete specifications for construction shall be completed.
- *Deliverables:*
  1. *Draft drawings and specifications. Provide 2 hardcopies of the drawings and specifications and a copy of the drawings and specifications in PDF form on a flash drive. These shall be produced for a t completion levels of 30%, 70% and 100%.*
  2. *Final drawings and specifications. Provide 2 hardcopies of the drawings and specifications and a copy of the drawings and specifications in PDF form on a flash drive.*

### **3.3 REQUIREMENTS**

- All work performed must be in compliance with all local, state, and federal regulations. All work performed must be in accordance with the requirements detailed in this RFP and the Contract Documents.

## Section 4 – Project Schedule

### Tentative Schedule

The District intends to complete the selection process using the following schedule. However, the District reserves the right to adjust or reschedule milestones as necessary. Any changes to the schedule will be posted on the District's website.

<b>Project Milestone</b>	<b>Date</b>
Release Request for Proposal	8/17/2022
Proposer Questions Due	8/24/2022
Answers to RFP Questions E-mailed and Posted on District's Website	8/31/2022
Proposals Due	9/7/2022
Final Selection	9/14/2022
Contract Awarded/Board Approval	9/21/2021

## Section 5 – Proposer Instructions

**Proposal Responses.** The District must receive responses to this RFP no later than September 7, 2022 by 3:00 PM PST. Proposals received after the due date will not be accepted. No additional time will be granted to any consultant unless by addendum to this RFP. Consultants must submit two (2) originals with signatures, and one (1) electronic PDF version on a flash drive to the following address:

Georgeanna Borrayo, District Secretary  
6332 Clark Road  
Paradise, CA 95969-4146  
Ph: 530-876-2039  
Fax: 530-876-0483

Any project related inquiries or questions related to the content of this RFP can be directed to:

Blaine Allen  
6332 Clark Road  
Paradise, CA 95969-4146  
ballen@paradiseirrigation.com

**Proposal Response Format.** The RFP response shall include, but not be limited to, the following:

1. Cover Letter/Letter of Intent
2. Executive Summary
3. Name and location of office that will oversee the work
4. Resumes of your team members that will work on the Project
5. List of references from at least three clients within the last five (5) years
6. List of sub-consultants
7. Sub-consultant qualifications
8. A statement of RFP understanding
9. A detailed Scope of Work and schedule for accomplishing the work described in this RFP. The Scope of Work shall include descriptions of each task to be performed and the steps to be taken to accomplish each task, numbered to match the Scope of Work in this RFP. The schedule shall be a Gantt chart identifying all critical path activities in order to ensure completion of work by March 1, 2023.
10. A firm fixed cost for the Project broken down by task, as indicated in the detailed Scope of

## Work

11. A statement with your proposal indicating any exceptions with the District's draft professional services agreement (see attached)
12. Statement of Qualifications
  - A. The proposer shall provide a Statement of Qualifications as part of their proposal for the execution of the necessary procedural steps and documentation to ensure compliance with CEQA and other State and Federal environmental requirements. The design will include engineering plans and technical specifications, construction contract documents (Including DIV 00), and a detailed construction cost opinion. It will also include all necessary investigative field work, design efforts, and the submittal of necessary permit applications to the regulating agencies, including local and county jurisdictions. Environmental documentation will include review of possible CEQA exemptions, preparation of all required reports/studies, facilitation of any required public reviews, and responses to any necessary comments.
  - B. The SOQ shall include the following at a minimum:
    - i. Names, phone numbers, and email addresses of contact persons.
    - ii. Location of office that shall conduct the work
    - iii. Description of Consultant's Company
      1. Company history
      2. Company's expertise and qualifications
      3. Number of employees
      4. Years in business
    - iv. Resumes of proposed staff
    - v. Previous experience in similar projects completed in the last five (5) years.
      1. Description of project name, type, location, year completed.
      2. Three (3) references including client name, contact name, address, phone number, and e-mail address.

Consultants that deviate from this format may be deemed unresponsive. Proposals shall be prepared simply, providing a straightforward, concise delineation of the capabilities necessary to satisfy the requirements of the RFP. Emphasis in the proposals shall be on completeness, clarity of content, and adherence to the presentation structure required by this RFP. Costs for developing proposals in response to the RFP are the obligation of the consultants and are not chargeable to the District. All proposals and accompanying documentation will become the property of Paradise Irrigation District and will not be returned.

**Pre-Submittal Questions.** Questions regarding the RFP may be submitted (via e-mail) to Blaine Allen, Paradise Irrigation District, by 5:00 pm August 24, 2022 at [ballen@paradiseirrigation.com](mailto:ballen@paradiseirrigation.com).

The list of submitted questions with their respective answers will be posted to the District's website by 5:00pm on August 31, 2022.

**RFP Amendments.** The District reserves the right to request clarification on any proposal or to ask respondents to supply any additional material deemed necessary to assist in the evaluation of the proposal. The District reserves the right to change the RFP schedule or issue amendments to the RFP at any time. Paradise Irrigation District also reserves the right to cancel or reissue the RFP.

**Rejection of Proposals.** The District reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of Paradise Irrigation District.

**Proposal Validity Period.** Submission of a proposal will signify the consultant's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the District and the successful consultant.

**Disclaimer.** The District reserves the right to share, with any consultant of its choosing, the RFP and any resultant proposals in order to secure expert opinion.

**Non-Obligation.** Receipt of proposals in response to this RFP does not obligate Paradise Irrigation District in any way. The right to accept or reject any proposal shall be exercised solely by Paradise Irrigation District. The District shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with a consultant, and the District shall bear no financial or other responsibility in the event of such abandonment.

**Public Disclosure.** All materials provided to the District by Consultants are subject to State laws and Paradise Irrigation District's policies regarding public disclosure.

## Section 6 – Evaluation of Proposals

The District's project team will evaluate the RFPs. The evaluators will consider how well the proposed solution meets the District's requirements as described in the RFP. It is important that the responses be clear and complete to ensure that the evaluators can adequately understand all aspects of the proposal.

**Evaluation Factors.** Selection of finalists will be primarily evaluated according to the following criteria:

- Quality, clarity, and completeness of the proposal
- Adherence to requirements for proposal preparation and presentation
- Compliance with RFP requirements and Contract Documents
- Conformance with the Hazard Mitigation Grant Program Requirements and Schedule
- Ability to meet District's functional and technical requirements
- Implementation Work Plan strategy
- Consultant's experience on similar projects
- Value to the District

The evaluation factors identified above reflect a wide range of considerations. While cost is important, other factors are also significant. The District may select other than the lowest cost solution. The objective is to choose a consultant capable of providing a reliable and integrated solution within a reasonable budget. All proposals will be evaluated using the same criteria.

**Short List.** After review of the proposals, the District may exercise the option to identify a Short List of proposers and invite them to participate in further interviews with the Project Team. The consultant's proposed project team members should be those present for potential interviews. Client references may be requested prior to the interviews. If exercised, a list of interview questions will be provided to short listed proposers in advance of the scheduled interviews.

**Contract Award and Execution.** The District reserves the right to make an award without further discussion of the proposal submitted. The District shall not be bound or in any way obligated until both parties have executed a consultant contract. The District also reserves the right to delay contract award and/or not to make a contract award.

## Section 7 – TERMS AND CONDITIONS

The following terms and conditions apply to this RFP and are not inclusive of all terms and conditions in the final contract.

**Business License and Taxation.** The successful consultant and all subcontractors must hold valid business and professional licenses and registrations that may be required by the State of California.

**Insurance Requirements.** The consultant awarded the contract will be subject to the District's requirements for insurance reflecting the minimum amounts and conditions as defined by the District.

**Workers' Compensation.** The consultant shall procure and maintain for the life of the Contract/Agreement Workers' Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers' Compensation and Employer's Liability Insurance.

**Proposals – Public Information.** Any proprietary information contained in the Consultant's proposal must be clearly designated and shall be labeled with the words "Proprietary Information". Marking the entire proposal or any one or more of the major sections as proprietary will neither be accepted nor honored.

The Consultant should be aware that the District is required by law to make certain records available for public inspection with certain exceptions. The Consultant, by submission of materials marked proprietary, acknowledges and agrees that the District will have no obligation or liability to the Consultant in the event that these documents are disclosed.

**Copyright and Confidentiality.** Selected consultant shall maintain strict privacy of all District records, data and files (regardless of media), including any copyrighted material received from the District.

**Prime Consultant.** It is recognized that multiple Consultants may wish to combine their resources in responding to this Request for Proposal. A Proposal made by such a partnership is acceptable, provided that the complete Proposal contains all required information, and indicates which Consultant shall be responsible for what portion of the scope. In addition, one of the Consultants shall be designated as responsible for the complete project delivery, referred to as the prime consultant.

Bidders must warrant to the District that they are capable of completing all requirements of the RFP within the required schedule for the Hazard Mitigation Grant Program funding. Submission of a Proposal will represent your agreement to these conditions.

**Satisfaction of the District's Attorney.** The acceptance and subsequent award of a submitted proposal shall be at the review and satisfaction of the District's Attorney and the District's Project Manager.

## **Section 8 – APPENDICES**

## ***APPENDIX A: SAMPLE AGREEMENT***

### **SAMPLE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_ 2022, by and between Paradise Irrigation District, an irrigation district formed and existing under Division 11 of the California Water Code (“District”), and \_\_\_\_\_ (Consultant). District and Consultant are collectively referred to as “parties” or either individually as “party”.

#### **WITNESSETH:**

- A. District desires to retain the Consultant to provide professional services to conduct an [insert description of project] inclusive of site investigation and analyses, examination of environmental considerations and constraints, as well as an alternatives analysis and recommendation.
- B. The aforementioned work to be performed by Consultant is further described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by this reference and is collectively referred to as the “Project”.
- C. Consultant desires to undertake the Project on behalf of District pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

#### **I. SCOPE OF WORK**

The Consultant shall be responsible for timely and satisfactory completion of the work on the Project in accordance with the terms of this Agreement and Exhibit “A”.

#### **II. SCHEDULE**

The Project will be completed upon a mutually agreed schedule after execution of this Agreement and Consultant’s receipt of written Notice to Proceed on the Project from the District. The parties agree to establish this schedule within fifteen days of receipt of written notice to proceed. Failure to do so may result in termination of the Agreement without cost to the District.

### III. RESPONSIBILITIES

A. District. The District's duties and rights in connection with this Project are as follows:

- 1) The District shall make staff available to the Consultant for purposes of conference discussion, reviewing submissions from the Consultant, providing background or other available factual information and/or suggestions relating to the work in a manner such that the Consultant may meet the Project completion schedule.
- 2) The District shall provide access to all District facilities upon request by the Consultant at a time and in the manner mutually agreed upon as required to accommodate the work of Consultant.
- 3) The District shall tender payment in accordance with the provisions of Article VI(B).

B. Consultant. Consultant's duties and rights in connection with this Project are as follows:

- 1) Consultant shall be solely responsible for satisfactorily completing the Project, including those tasks described in Exhibit "A". Consultant shall supervise and direct the work and give all attention for such proper supervision and direction;
- 2) If Consultant furnishes labor or materials, or if Consultant incurs any expense on behalf of District, Consultant shall provide and pay for all labor, materials, equipment (including tools, construction equipment and machinery), utilities, transportation, and all other facilities and services necessary for the completion of the work on the Project;
- 3) If this Agreement or any of the Exhibits hereto are ambiguous or at variance with each other, Consultant shall notify District promptly upon discovery of any such ambiguity or variance. The District may reply in writing resolving the ambiguity or variance and Consultant agrees to comply with the District's written interpretation. No claims or demands of Consultant for extra compensation as a result of changes in the work shall be authorized unless done in conformance with section IX, below.
- 4) Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

- 5) All work performed by Consultant for District pursuant to this Agreement shall be performed by qualified persons, and shall be performed in accordance with standards of performance generally applicable to qualified and licensed professionals in the field for which Consultants services are retained. The standard of care and performance shall be equal to or greater than the standard of care and performance of other consultants engaging in the same or similar work.
- 6) Consultant shall be entitled to rely upon the accuracy of data and information provided by the authorized staff of the District in writing, provided such reliance is consistent with the professional standard of care.
- 7) Consultant agrees that it will conduct its work on the Project and perform its services in compliance with all applicable Federal, State, and local laws, regulations and ordinances.

#### IV. WORK PRODUCT

The District, or its designee, shall at all times have access to the work product of the Consultant while Project is under preparation or in progress. Upon completion or termination of the Project, all drawings, documents, files and notes both in written and electronic format shall become property of the District, including without limitation all renderings, slides, sketches, plans, specifications, drafts, records, documents and other correspondence generated for or relied upon in connection with the Project. Any reuse of Consultant prepared documents, except for the specific purpose intended hereunder, will be at District's sole risk and without liability or legal exposure to Consultant or its subcontractors.

#### V. DESIGNATED REPRESENTATIVES

The Project shall be under direct control of [*insert name*], to whom all questions may be directed. The District's representative will be its District Manager or his designee who will facilitate communication between the District's staff and Consultant.

#### VI. COMPENSATION

- A. Payment: Consultant will be paid on a time and materials basis in an amount "not to exceed" \$ \_\_\_\_\_ (if authorized by District), for the work to be performed as defined in Exhibit "A". No work in addition to the work described in this Agreement, including Exhibits, shall be performed by Consultant without prior written authorization by District as provided for in section IX, below. Progress payments shall be made monthly for work completed based

upon the billing rates contained in the Schedule of Rates/Fees attached hereto in Exhibit "B" and incorporated herein by this reference.

- B. Time of Payment: District shall make payment to Consultant within thirty (30) days from the date of receipt of Consultant's invoice for undisputed amounts. Claims for payment of disputed amounts shall be handled in accordance with Articles IX and XX, below. Consultant shall continue with work on the Project notwithstanding disputes as to payment. Acceptance of the Project, or some portion thereof, or payment to Consultant by District does not in any manner relieve Consultant of its obligations under this Agreement.

## VII. TERM AND TIME FOR COMPLETION

This Agreement shall become effective on the date first written above and shall remain in effect until the Project has been completed in accordance with the terms of this Agreement unless sooner terminated in accordance with Article XII - Termination. The Consultant will begin work upon receipt of written Notice to Proceed and will work diligently and continuously until completed in accordance with the terms of this Agreement.

## VIII. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement.

## IX. EXTRA WORK

- A. Although work on the Project is intended and expected to adhere to the scope of work, the District reserves the right at any time during the term of this Agreement to order Consultant to perform extra work or to make changes altering, adding, or deducting from the Project. Changes shall not be binding upon either District or Consultant unless made in compliance with this section.
- B. Changes may originate from the District or the Consultant. The District will transmit a written request for a proposal covering the requested change, setting forth the work in detail. Upon receipt of such request, Consultant shall promptly submit in writing to District a proposal offering to perform such change, a request for any required extension of time caused by such change, and an itemized statement of the cost or credit for the proposed change. Failure of Consultant to include a request for an extension of time in the proposal shall constitute conclusive evidence that such extra work or revisions will entail no delay and that no extension will be required.
- C. If the Consultant's proposal is accepted and authorized by District, a written Change Order will be issued by District stating the extra work or change

authorized and granting any required adjustments in contract price and time for completion.

- D. If an agreement is not reached, District may order the Consultant, by written change order, to perform such extra work or to make changes on a time and materials basis. Such change order shall specify the estimated amount of payment to be made and the time extension allowed for such work or changes. The Consultant shall perform such work and shall furnish the District with itemized bills only for the actual time spent and materials utilized.
- E. The performance of extra work or changes pursuant to any Change Order shall be in accordance with this Agreement. No extra work shall be performed and no change shall be made unless pursuant to such written Change Order and no claim for addition to the contract price shall be valid unless so ordered.

#### X. INDEMNIFICATION

Consultant agrees to indemnify, defend, and hold harmless the District, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein) (collectively "Claims") to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, excepting such injury or harm caused by District's sole or active negligence or willful misconduct, to the extent caused thereby. Consultant's indemnity obligation shall extend to Claims occurring after completion of the Project, as well as during the Project's progress.

Consultant specifically agrees that this indemnification agreement provides indemnity to District for any claims, damages or liability for injuries (including death) incurred or sustained by Consultant's own employees and those of Consultant's subcontractors, except to the extent such claims, damages, or liability for injuries (including death) was caused by the District's sole or active negligence or willful misconduct.

Neither the termination of this Agreement nor the completion or end of the Project shall release the Consultant from its obligations to indemnify as set forth above. Consultant's obligation to indemnify and its obligation to maintain liability and other insurance are separate and distinct. Consultant's obligation to indemnify is not restricted to insurance proceeds, if any, received by District or its directors, officers, employees, or authorized representatives.

#### XI. INSURANCE

Consultant agrees to provide insurance coverage as set forth in Exhibit "C".

## XII. TERMINATION

The District may terminate this Agreement with Consultant at any time without cause. The District shall so notify Consultant in writing. Upon written notification, this Agreement shall be terminated and the Consultant shall immediately stop the Consultant's work on the Project, follow all District instructions, and mitigate all costs and damages. Provided Consultant is not in breach, District shall be responsible for all costs incurred by Consultant up to the date of termination without cause.

## XIII. ENTIRE AGREEMENT

This writing, including Exhibits "A", "B" and "C" constitutes the entire Agreement between the parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

## XIV. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties that Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the work shall be Consultant's employees or agents. District shall not be obligated in any way to pay any wages or other claims by any such employees or agents or any other person by reason of this Agreement. Consultant shall be solely liable to such employees and agents for losses, costs, damage or injuries by said employees or agents during the course of the work.

## XV. SUCCESSORS AND ASSIGNMENT

This Agreement shall be binding on the heirs, successors, executors, administrator and assigns of the parties; and each party agrees that it will not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of the other party, which shall not be unreasonable, delayed or conditioned.

## XVI. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of any other remedy provided by law.

**XVII. NOTICES**

All notices, statements, reports, approvals or requests, or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally, or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses shown below:

Paradise Irrigation District	Consultant
Attention: Georgeanna Borrayo	Name
6332 Clark Road	Address
Paradise, CA 95969	City, State Zip

**XVIII. SUBCONTRACTORS**

Except for the sub-contractors listed in Exhibit “A”, no other subcontract shall be awarded or another outside consultant engaged by Consultant unless prior written approval is obtained from the District, which may be withheld for any reason, at the District’s sole discretion. Payment to Consultant as provided in Exhibit “B” includes full payment for services to sub-contractors.

**XIX. INTERPRETATION**

Unless the context otherwise clearly requires, the terms in the body of this Agreement shall prevail over any inconsistent terms that may be found in the Exhibits hereto. The parties have had a full and fair opportunity to negotiate and review the terms of this agreement with their respective legal counsel and, as a result, the normal rule of interpreting ambiguities against the drafting party shall not apply.

**XX. DISPUTE RESOLUTION; JURISDICTION AND VENUE**

In the event of a dispute regarding interpretation or implementation of this Agreement, including without limitation disputes concerning payment, a District representative and Consultant representative shall endeavor to resolve the dispute by meeting in person within 30 days after the request of either party. If the dispute remains unresolved and unless the parties otherwise agree, the dispute may be resolved by litigation and any party may at its option pursue any available legal remedy. This Agreement shall be governed by and construed under the laws of the State of California. Jurisdiction and

venue for any action brought to enforce or interpret the terms of this Agreement shall be in the Superior Court of the State of California in and for the County of Butte.

XXI. HAZARDOUS MATERIALS

In the event the Consultant or the District discover Hazardous Materials in any form at the District's facilities, the Consultant and the District shall promptly confer with each other of the discovery, and the District and Consultant shall employ reasonable actions ensuring public, employee, and third-party safety.

As used herein, Hazardous Materials means any hazardous or toxic substance, material, or waste, the storage, use, or disposition of which is or becomes regulated by any local governmental authority, the State of California, or the United States government.

IN WITNESS WHEREOF the parties execute this Agreement on the day and year first herein above written.

CONSULTANT

\_\_\_\_\_

Principal-In-Charge

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Printed Name and Title

TAXPAYER ID \_\_\_\_\_

Business Type:

Corporation  Yes  No

Other \_\_\_\_\_

*(Complete W-9 enclosed)*

PARADISE IRRIGATION DISTRICT

ATTEST:

\_\_\_\_\_  
District Secretary

\_\_\_\_\_  
District Manager

Attachments:

Exhibit "A" - Consultant's Proposal

Exhibit "B" - Consultant's Schedule of Fees

Exhibit "C" - Insurance Requirement

**EXHIBIT “A”**

**Proposal**

**EXHIBIT “B”**

**Fee Schedule**

## EXHIBIT "C"

### 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 and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### *Additional Insured Status*

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

### ***Primary Coverage***

For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-assurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

### **Waiver of Subrogation**

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

*Claims Made Policies (note - should be applicable only to professional liability, see below)*

If the Professional Liability (Errors and Omissions) policy provides claims-made coverage::

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for**

*at least five (5) years after completion of the contract of work.*

3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of work.

### Verification of Coverage

Consultant shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### Special Risks or Circumstances

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District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Paradise Irrigation District at least ten (10) days prior to the expiration date.

Signature of Consultant's Authorized Official:

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Name and Title of Consultant's Authorized Official:

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Date: 

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