



CITY OF GRASS VALLEY
Community Development Department
Thomas Last, Community Development Director

125 East Main Street
Grass Valley, CA 95945

Building Division
530-274-4340
Planning Division
530-274-4330
530-274-4399 fax

February 14, 2023

RE: Request for Proposals for Infrastructure Needs Study for the City of Grass Valley.

To whom it may concern:

The City of Grass Valley "City" requests written Request for Proposal (RFP) from qualified engineering firms to prepare an Infrastructure Needs Study. The City is soliciting the RFPs to secure engineering services for a grant awarded by Nevada County. The City seeks one highly qualified engineering consultant that has the capacity and expertise to complete the Scope of Work as outlined in Attachment 1 of the RFP.

The attached documents provide the deadlines, submittal requirements, and additional information for this RFP.

If you have any questions, I can be contacted at (530) 274-4712 or lancel@cityofgrassvalley.com.

I thank you for your time and consideration in this matter.

Sincerely,


Lance E. Lowe, AICP
Principal Planner



City of Grass Valley
125 Main Street
Grass Valley, CA 95945



REQUEST FOR PROPOSAL FOR

City of Grass Valley Infrastructure Needs Study

Submittal Deadline March 17, 2023



THE CITY OF GRASS VALLEY

Request for Proposal for Engineering Consulting Services for the preparation of an *Infrastructure Needs Study for the City of Grass Valley*

February 15, 2023

INTRODUCTION

The City of Grass Valley “City” requests written Request for Proposals (RFPs) from qualified engineering firms with experience with infrastructure needs studies. The City is soliciting RFPs for engineering services to implement its Regional Infrastructure Planning Study awarded by Nevada County Community Development Agency. The City seeks a highly qualified engineering consulting firm that has the capacity and expertise to complete the scope of work as outlined in **Attachment 1 – Infrastructure Needs Study Scope of Work**.

The grant has a budget of \$105,000 and Infrastructure Needs Study will provide the information necessary to upgrade water infrastructure in two specified areas as outlined in the Scope of Work. The goal of the Infrastructure Needs Study is to facilitate housing within the City of Grass Valley. Potential outcomes and deliverables of the Study include determining where pinch points or trouble areas are, highlighting where upgrades are needed to support new housing, identifying the lifespan of existing facilities, and preparing preliminary plans and engineers’ estimates to support any potential upgrades.

In consultation with Nevada Irrigation District (NID), the City focus is two locations including the recently annexed areas along the east and west sides of State Route 49 to the western boundary of Empire Mine State Park. In addition, the existing water infrastructure along McCourtney Road and Old Auburn Road will be evaluated. Both project areas are constrained with respect to water facilities. Specifically, for the Southern Sphere of Influence Project deficiencies include the location of the main line south and east of the Southern Sphere of Influence Project Site. A lack of water capacity for fire suppression precludes development of the McCourtney Road Project area. The City may be able to better serve the area with its existing water lines or can develop a plan with NID, whichever is more cost effective. Ultimately, the Infrastructure Needs Study will help determine the most cost-effective upgrade and then allow the City to leverage the study to pursue infrastructure grants to upgrade water infrastructure to help reduce the costs of housing.

The grant for the Infrastructure Needs Study has a short window of completion with a project completion date of **July 15, 2023**.

BACKGROUND

The City of Grass Valley is a Charter City with a population of ±13,754 (2021). Despite a relatively small resident population, the City of Grass Valley is the regional economic and cultural center for several times that population throughout Nevada County. Grass Valley provides approximately 55% of Nevada County's multi-family housing units, although the City has but 12% of the County’s total housing stock. Nearly 60% of City residents are renters. Thus, the City of Grass Valley is the regional (and County) focal point for rental and multi-family housing. The City of Grass Valley provides municipal water and sewer facilities.

Water Facilities - The City's water system serves approximately sixty percent (60%) of the incorporated City. The service area is 1,357 acres, approximately 2.1 square miles, with a service area population of approximately 5,855 persons. The remainder of the City and portions of the City's Planning Area with public water service are served by Nevada Irrigation District (NID).

Raw water purchased by the City from NID is treated at the City's water treatment plant, which incorporates flocculation, sedimentation, chlorination and pH control. The plant processes approximately 904,400 million gallons per day (mgd), with treated water distribution to approximately 2,120 connections. The plant has a maximum capacity to treat 4,522,000 mgd, or approximately five times the current volume.

Nevada Irrigation District – NID is currently updating its Urban Water Management Plan (UWMP) and has released a public draft of the 2020 UWMP. NID water supplies consist of surface water of pre- and post-1914 water rights that total 450,000 acre-feet per year. However, NID does not regularly exercise these water rights due to hydrologic variability and temporal water right limitations. NID main water storage facilities can contain a maximum of 280,085 acre-feet of water. The NID Water Shortage Contingency Plan identifies the need for carryover storage to be held in the reservoirs of not less than 78,000 AF that includes 33,800 AF of minimal pool requirements for environmental needs. Thus, total available water supply from storage is 202,085 AF.

SCOPE OF SERVICES

For this RFP, the term “Staff” refers to City staff. All activities conducted with grant funds must comply with the *City’s Infrastructure Needs Study Scope of Work* as **Attachment 1** and *County’s Regional Infrastructure Planning Study RFP No. 16039*, which is included with this RFP as **Attachment 2**.

SUBMITTAL FORMAT AND CONTENT

The contents of the submittal must be clear, concise, and complete. Each section of the submittal shall include a tab consistent with the numbering system shown below. A table of contents should be included. Total single-sided page count for the submittal should not exceed 15 pages, not including covers and dividers. Please print on double-sided paper.

1. Executive Summary (2 pages maximum, included in 15-page limit)

The submittal shall include an executive summary, which includes the name, address, telephone number, website address firm, and list of any subconsultants you plan to use for this project. The summary should be brief and explain any omissions of requested materials.

Describe how the firm will deliver engineering consulting services to the City, the location of the firm’s offices, and the anticipated response time to the City’s requests. If the firm is proposing to co-respond with another firm, the cover letter must specify the type of services provided by each firm and the proposed percentage allocated to that phase or function of the service.

The summary shall also include:

- An overview of the firm: how long the firm has been in business, size of the firm, the average number of clients within the firm's portfolio, the type(s) of clients within the firm's portfolio and any commonalities that exist among clients.
- Firm's area(s) of expertise.
- Identification, background and contact information of lead person(s) that will serve as the City's primary contact.

2. **Qualifications and Experience**

Include a concise description of the company's experience, and primary team members' experience, providing engineering consulting services for public entities, and/or the private sector. Then include a detailed description of the experience of the project team, including the team's project manager and other key staff members. Descriptions of experience should include, but not be limited to, experience with similar Infrastructure Needs Study Projects. This section should reflect experiences that the firm and assigned individuals have in completing tasks like those outlined in **Attachment 1 – Infrastructure Needs Study Scope of Work**. Also, identify your firm's ability to adapt to adjusted priority sites or work tasks as the grant evolves (e.g., the City amends the scope of work or timeline).

3. **Project Approach**

This section shall include your firm's approach in completing the work as outlined in **Attachment 1**. Include any unique approaches to completing work tasks, particularly as it pertains to working with Infrastructure Needs Projects with municipal agencies. Include your firm's approach to Quality Assurance and Quality Control as it pertains to completing tasks for City/County/NID review. Also include any proposed MBE/WBE firms that will assist in the implementation of any tasks.

4. **Client List and Three References (included in 15-page limit)**

Provide a list of current or recent clients and contact information for three references.

5. **Cost Schedule (1 page, excluded from 15-page limit)**

Provide a statement that your firm can complete the tasks listed in the Infrastructure Needs Study Scope of Work within the proposed budget and an itemized cost proposal for the various tasks performed. Include any suggested adjustments in the applicable budget work tasks. The cost breakdown shall identify:

- Estimated task charge and **estimated** hours to be assigned for staff members and sub-consultants.
- All other direct costs, such as mileage, materials, and reproduction costs. Note: the City will require USBs for all work documents.

QUESTIONS AND CLARIFICATIONS

Questions pertaining to this RFP must be sent by email to lancel@cityofgrassvalley.com. The last day to submit questions/inquiries is **Friday, February 24, 2023**.

Staff will respond to any questions via email by **Friday, March 3, 2023**.

SUBMITTAL TIME AND PLACE

The RFP submittal shall be delivered no later than **4:00 P.M.** Pacific Standard Time on **Friday, March 17, 2023**. The envelope should be clearly marked as “**City of Grass Valley Infrastructure Needs Study**” and be submitted to:

City of Grass Valley
Attn: Lance E. Lowe, AICP, Principal Planner
125 E. Main Street
Grass Valley, CA 95945

The submittal shall include five (5) stapled, binder-clipped or comb bound copies and one USB drive copy of the submittal.

EVALUATION CRITERIA

The City will establish a committee to evaluate all proposals. Committee members will evaluate all submittals according to the following criteria:

- Understanding of the requested work and responsiveness to the RFP.
- Conformance to the specified format.
- Organization, presentation, and content of the submittal.
- Specialized experience and technical competence of the firm, including Principal firms, joint venture-partners, and sub-consultants considering the types of service required, and the complexity of the project.
- Capacity to perform tasks and activities in the grant.
- Qualifications of key personnel.
- Knowledge and understanding of the local area.
- Experience with federally funded projects and their compliance requirements.
- Ability to meet the insurance requirements as stated in the Terms and Conditions of the RFP.

Note: Incomplete submittals, incorrect information, or late submittals may be cause for immediate disqualification.

SUBMITTAL SELECTION PROCESS

The City’s committee will first review submittals that meet the requirements in the *Evaluation Criteria* section above. After this, the committee may interview the top candidates, or recommend the City select one of the candidates based on the merits of the submittal. If interviews are needed, each consultant shall have one (1) hour with the committee. If an interview is required, it is mandatory that representatives of the firm attend the interview including the primary firm contact. Interviews are tentatively scheduled to occur the week of **March 27, 2023**.

DETERMINATION OF SELECTION

Staff will inform all firms that submit an RFP of the selected or top-ranked firm by email. Staff will negotiate with the selected firm and will provide a recommendation to the City Council. The City Council will authorize a *Professional Services Agreement* between the consultant and the City of Grass Valley (**Current approved agreement format in Attachment 3**).

SUMMARY OF SCHEDULE

The City will make every effort to accommodate this schedule; however, it is subject to change.

Issue Date:	February 17, 2023
Submitting Inquiries:	February 24, 2023
RFP Submittal Deadline:	March 17, 2023
Interview Date:	Week of March 27, 2023
Anticipated Selection Approval Date:	April 11, 2023*
Contract Effective Date:	April 17, 2023
Commencement of Work	April 17, 2023
Project Completion	July 15, 2023

* This represents the date staff will make a recommendation of selected consultant to the City Council.

TERMS AND CONDITIONS

Issuance of this RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the City.

The City retains the right to reject all submittals and to waive informalities and minor irregularities in any proposal reviewed. Furthermore, the City may reject any RFP, which does not conform to the instructions herewith. Additionally, the City reserves the right to negotiate all final terms and conditions of any agreement entered into. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent. Each submittal shall be valid for not less than sixty (60) days from the date of RFP submittal deadline.

The firm(s) selected to perform the work described in this RFP will be required to provide evidence of public liability and property damage insurance with limits of not less than \$1 million for injury to, or death of, one or more persons and/or property damage arising out of a single accident or occurrence insuring against all liability of the City, selected consultant, its subcontractor(s), and its authorized representatives, arising out of, or in connection with, the performance of work under the contract with the City. Professional liability insurance (errors and omissions) shall be required of said firm in the minimum amount of \$1 million. Said insurance shall be provided at the sole cost and expense of the firm selected unless the requirement is modified or waived by the City. In addition, the selected firm will be expected to comply with Section 3700 of the Labor Code, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code.

The City reserves the right to amend this RFP prior to the due date. The cost for the RFP preparation is the sole responsibility of the submitter. All RFPs submitted shall become the property of the City of Grass Valley.

ATTACHMENTS

Attachment 1 – Infrastructure Needs Study Scope of Work

Attachment 2 – City Awarded County of Nevada Request for Proposals for Regional Infrastructure Planning Study

Attachment 3 - City of Grass Valley Standard City Contract for Services Agreement



ATTACHMENTS

INFRASTRUCTURE NEEDS STUDY

SCOPE OF WORK

Project Overview – The City of Grass Valley has been awarded grant funding from Nevada County to conduct a water infrastructure analysis of NID’s water system to determine deficiencies and constraints in the system that lead to significant costs for housing. The Infrastructure Needs Study will identify water facility alternatives to determine the most cost-effective ways to provide adequate water for new housing in the two areas identified below.

Project Area of Focus – The two project areas to be studied are:

1) *The Southern Sphere of Influence Planning & Annexation Project* is located along State Route (SR) 49, immediately south of the existing City of Grass Valley limits and within the City of Grass Valley Planning Area in the central/western portion of Nevada County. The project spans both the east and west sides of SR 49, beginning in the vicinity of McKnight Road and extending south along SR 49 and La Barr Meadows Road to the western boundary of Empire Mine State Park. In total, the project area is ±400 acres and includes 55 Nevada County Assessor's Parcel Numbers. Additionally zoned lands include Multiple Family (R-3) 134 dwelling units on 6.7 acres; Medium Density (R-2) 154 dwelling units on 26 acres; and Low Density (R-1) 51 dwelling units on 15 acres for a total of 339 dwelling units.

The entire Southern Sphere of Influence is served by Nevada Irrigation District (NID); however, NID facilities are limited from the Southern Sphere Project Site and need to be extended. An existing 6-to-16-inch NID water line within La Barr Meadows Road and a 10-inch NID water distribution line bisects the center of the project area. It is anticipated that an upgraded 12-inch line could be utilized to service the project. City of Grass Valley provides water services in the existing City limits, including the residential areas along Freeman and Piccadilly Lanes with an agreement with NID to provide service to Berriman Ranch Phase I. Accordingly, the City of Grass Valley may be better suited to extend City water services to the area. To accomplish this, City and NID district boundaries would be required to be altered with interagency agency agreements between the City of Grass Valley and NID as approved by the Nevada County Local Agency Formation Commission. Given the existing service boundaries, water is constrained in the Southern Sphere of Influence and Annexation Project area.

Issues include location of the main line south and east of the Southern Sphere Project Site. The City may be able to better serve the area with its existing water lines or can develop a plan with NID, whichever is more cost effective. The Infrastructure Needs Study will help determine the most cost-effective upgrade and then allow the City to leverage the study to pursue infrastructure grants to upgrade water infrastructure to help reduce the costs for housing. In summary, to extend treated water into the Project Area, the 6-inch pipeline along LaBarr Meadows would have to be upgraded with bored crossings constructed under Highway 49 extending to the Southern Sphere Project Site. It should be noted, the 10-inch water line segment is a small segment on LaBarr Meadows Road. The size of the pipeline will be determined by Fire Flow; however, the minimum standard for NID waterline extensions is 8-inch. Based upon comments from NID, it is not expected that the Fire Flow and maximum day water demands for the Southern Sphere Project Site would require a pipeline along LaBarr Meadows Road to be larger than 12-inches. An additional connection at Crestview Drive would also be required to loop the system. Due to the topography

INFRASTRUCTURE NEEDS STUDY

SCOPE OF WORK

and the differing pressure zones, a pressure reducing station would be required. Lastly, any new extensions of the pipelines in the Southern Sphere Project Site would be sized if feasible to meet the fire flow guidelines for residential developments. Typically, NID places fire hydrants at 1,000 feet apart and/or at intersections. NID works with the City of Grass Valley Fire Departments on specific locations.

Cost estimates for the Southern Sphere of Influence and Annexation Project are unknown.

See attached Project Area, General Plan and Zoning Maps for the Southern Sphere of Influence Project Areas labeled as **Exhibits A – C**. See preliminary schematic for the Southern Sphere of Influence Project labeled as **Exhibit D**.

2) *The City of Grass Valley RV Resort and Annexation Project* is located at 11425 McCourtney Road and the Annexation properties are generally located north and east of McCourtney Road and Old Auburn Road. The project contains ± 45 total acres consisting of 33 Nevada County Accessor's Parcels. The annexation areas consisting of 20 acres have been zoned to the City's Neighborhood Center (NC-Flex) Zone, which permits mixed-use and multiple family dwelling units at a density of 20 units per gross acre.

The RV Resort and Annexation Project sewer is to be constructed by the RV Resort Developer. The closest tie-in to the City's sewer system is approximately $\pm 2,000$ feet from the 11425 McCourtney Road address, near the Brighton Street/McCourtney Road intersection. A pump station will be constructed on-site, and a combination of force main/gravity will be installed from the project site to the City's existing sewer system. The sewer main will transition from a 2-inch force main to a 6-inch gravity main from the high point of McCourtney Road to the tie-in near Brighton Street to allow future properties along McCourtney Road to tie into the new sewer main.

Water on the other hand is constrained. NID modeling identified a total of ± 500 gallons per minute (gpm) from their existing system, which will not meet Fire Flow requirements per the City's Fire Code 1,500 gpm for a 2-hour duration. Water line pinch points are at the Brighton Street Bridge over State Route 20 where the City/NID service boundaries interface.

Preliminary estimates for the Fire Flow upgrades for the RV Park and Annexation Projects are estimated at \$500,000 to \$700,000 dollars.

See Location Map and Pre-Zoning Map as **Exhibits E & F** for the RV Resort and Annexation Project. See schematic designs for the extension of NID fire flow improvements required for the RV Resort & Annexation Project labeled as **Exhibit G**.

Potential for Housing – In furtherance of the goals, policies and objectives of the City's and County's Housing Elements, the Southern Sphere of Influence & Annexation Project includes additionally zoned lands resulting in a total of 339 dwelling units. Environmental Review has been completed for the project and the portions of the project qualifies for streamlined ministerial review in accordance with SB 2 Grant funding.

INFRASTRUCTURE NEEDS STUDY

SCOPE OF WORK

Moreover, the RV Resort & Annexation project includes ± 25 acres rezoned from the County's Office Professional (OP) Zone to the City's Neighborhood Center Flex (NC-Flex) Zone. The NC-Flex zone permits mixed-use and multiple family dwelling units with a maximum density of 20 units per gross acre. Based upon gross acreage and taking into account existing improvements, the area could feasibly provide ± 225 units provided the entirety of the area was developed with high density multiple family dwellings. Given the glut of vacant retail and office uses in the City, it is highly likely that the property will develop as housing. A conservative estimate is anticipated to result in ± 125 total housing units.

In sum, the two projects are anticipated to yield ± 464 dwelling units.

Without the extension of water facilities by both City of Grass Valley and NID, the identified residential projects will not develop at their intended densities short of 100 percent developer funding of the Infrastructure Needs Study and infrastructure improvements.

The Infrastructure Needs Study is necessary to provide requirements and options to enhance water service to the project areas. The City plans to seek other grant funding sources for the installation of infrastructure improvements thereby creating opportunities for more affordable housing. Ultimately, study and extension of water services will assure that 339 multiple family dwelling units can be constructed in the Southern Sphere Project Area. Further study of the Fire Flows for the RV Resort and Annexation Project will facilitate development of a ± 25 - acre area that is currently underdeveloped and would accommodate 125 dwelling units.

Public Engagement – Comments received to date indicate several property owners and developers are desiring further development of their property with some property owners noting a willingness to pay their pro-rata share of infrastructure costs. However, no one property owner can absorb the costs to upgrade the water systems. Upon selection of a consultant, the City, in coordination with Nevada County and NID, will collaborate with stakeholders, including, but not limited to general public, citizen groups, housing developers and adjacent property owners to convene a public workshop. The public workshop will occur at the onset of the Infrastructure Needs Study to ensure that the final Infrastructure Needs Study reflects public comment and/or concerns.

Reporting – On a bi-weekly basis, City staff is required check-in with County staff to discuss findings, challenges and to verbally report progress. City staff will also submit summary reports to Nevada County Planning Director. For the duration of the contract City staff will convene virtual meetings and have phone discussions with assigned County project lead, as necessary.

Work Scope – The following Scope of Work may include but is not limited to the following tasks:

Task 1: Project Management – Consultant shall have bi-weekly phone/virtual meeting check-ins with City staff to discuss any findings, potential delays, and concerns.

INFRASTRUCTURE NEEDS STUDY

SCOPE OF WORK

Task 2: Public Engagement – From scope of work – 1 public workshop will be required. Consultant should provide a tech memo summarizing workshop.

Task 3: Determine demands for each area of study – Consultant shall define potential demands by use and peak demands. Consultant to review findings with NID.

Task 4: Proposed improvements – Consultant to review with NID the design assumptions (i.e., pressures 30-80 psi, no more than 150 psi, min pipe sizes and their exceptions).

- Consultant to review whether potential demands trigger the need to look at storage.
- Consultant to review with the Fire Department the minimum preferred fire flow in the areas by type (residential, commercial).

Task 5: Develop a draft report – Consultant to incorporate results of Tasks 2 and 3.

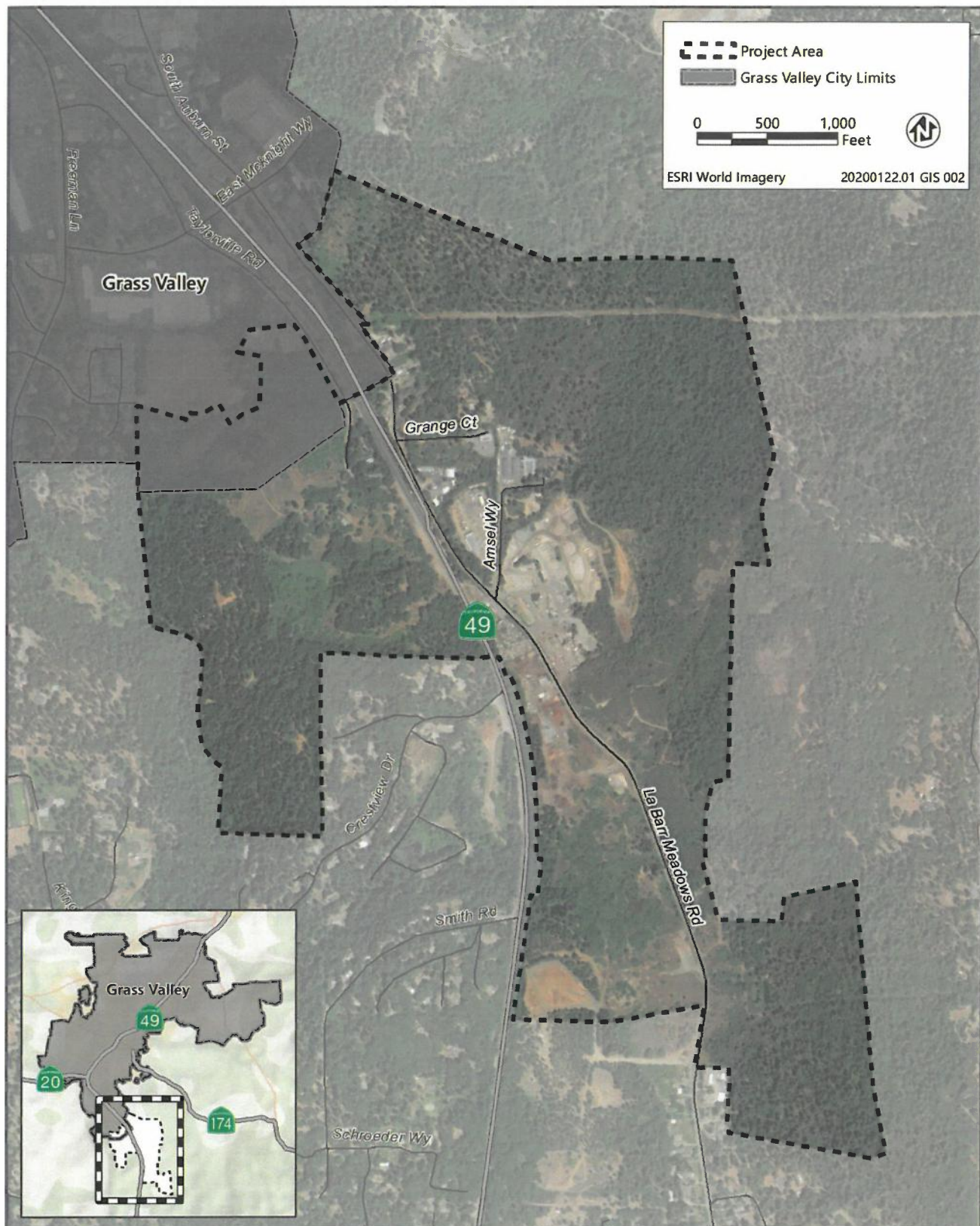
- Consultant to provide costs estimates for improvements.
- Consultant to include schematic of proposed improvements.
- Consultant shall lead a review meeting of the draft report findings with City and NID.

Task 6: Final Report – Consultant to prepare final report based upon comments from City and NID.

Task 7: Presentation – Consultant to present final report to City Council/Board of Directors with recommendations on how to proceed



EXHIBITS



Sources: Data received from SCO Planning & Engineering in 2020; adapted by Ascent Environmental in 2020

Figure 2-2 Project Area

City of Grass Valley
Southern Sphere of Influence Planning and Annexation Project Subsequent Draft EIR

CITY OF GRASS VALLEY

Proposed General Plan Exhibit

AUGUST 2020

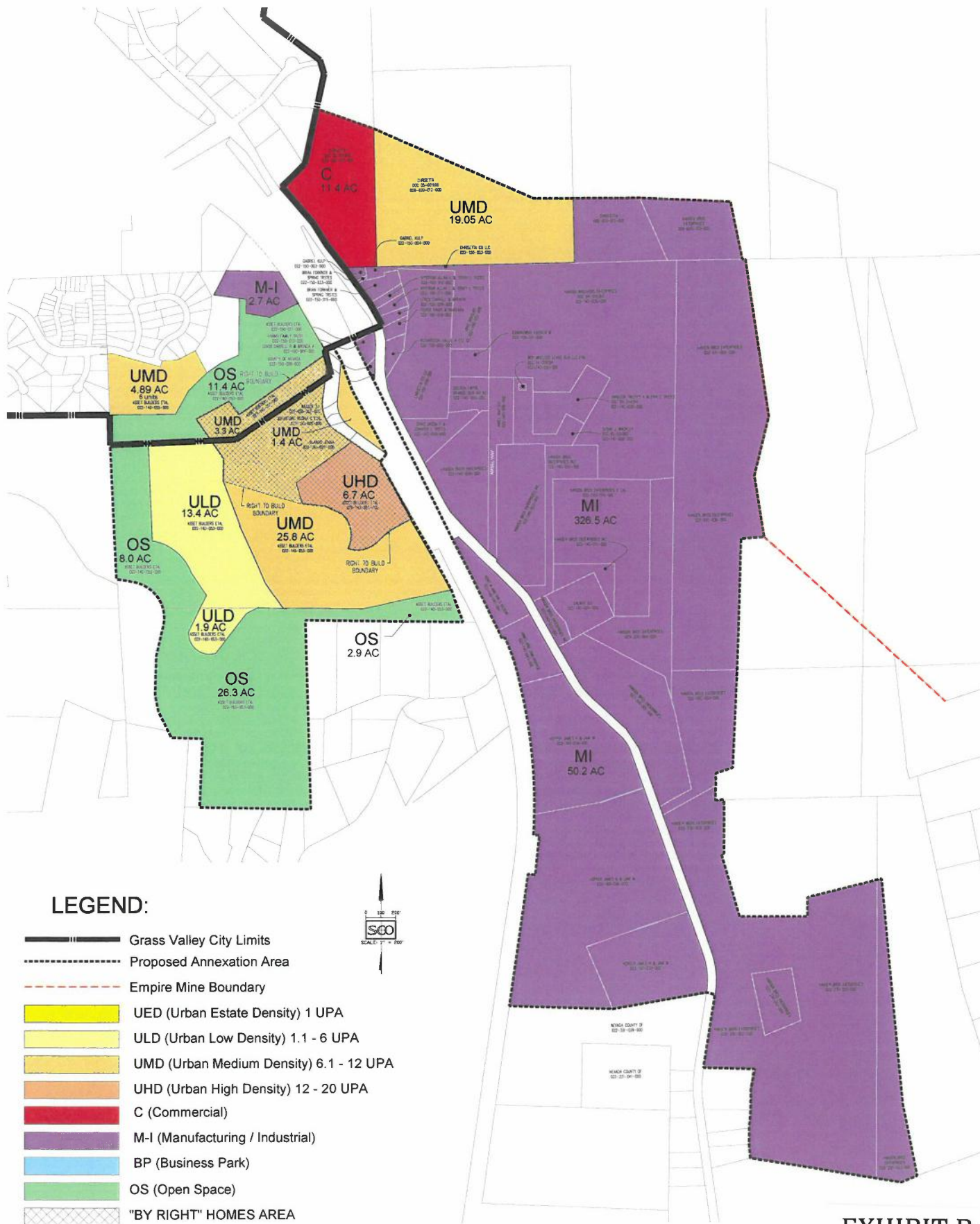
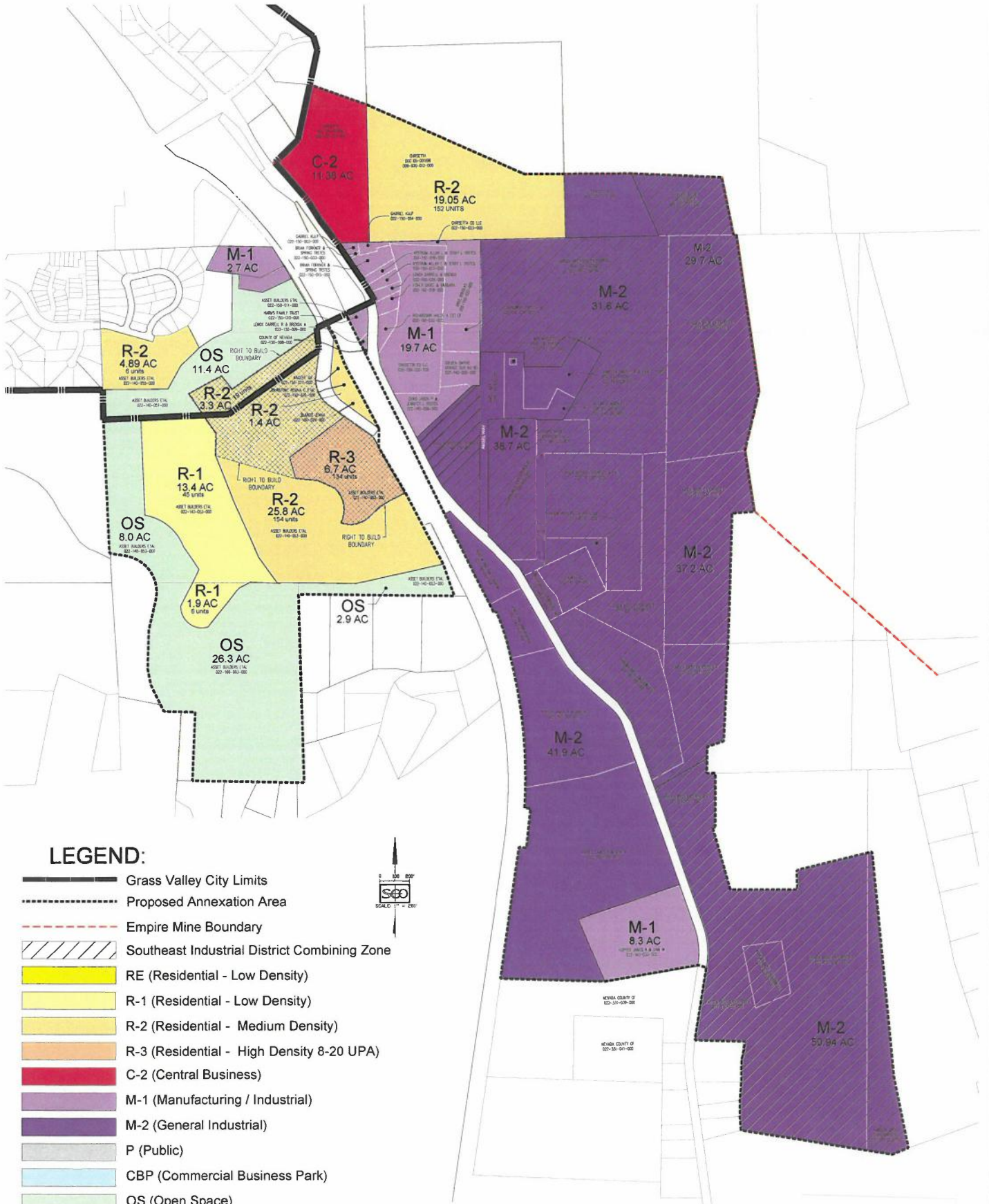


EXHIBIT B

CITY OF GRASS VALLEY

Proposed Zoning Map

AUGUST 2020



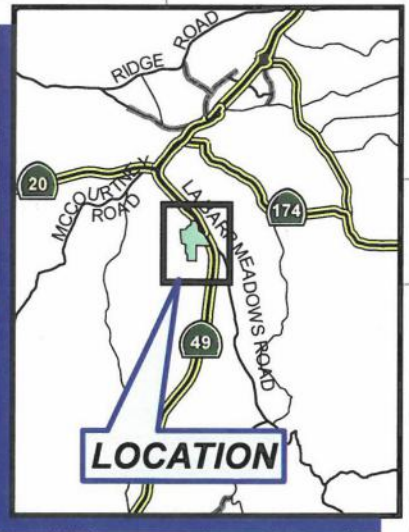
TOTAL ALLOWED DENSITY: 516 UNITS

EXHIBIT C

NOTES:

ALL NEW PIPE TO BE 8" MINIMUM. 10" OR 12" PIPE DEPENDING ON FIRE FLOW REQUIREMENTS.

INFRASTRUCTURE LOCATION BEYOND POC TO BE LOOPED AND WOULD REQUIRE A PRESSURE REDUCING STATION.



LOCATION

HWY 49 SLEEVED CROSSING REQUIRED

APPROX. 3486' OF PIPE NEW OR REPLACEMENT CONSTRUCTION

REPLACE (E) 6" PIPE

EXHIBIT D

Legend

- POINT OF CONNECTION (POC)
- NEW/REPLACEMENT PIPE

Oper_Stat

- Operational
- PARCELS IN QUESTION
- NID SERVICE BOUNDARY

BERRIMAN RANCH WATER SERVICE POINTS OF CONNECTION AND RESTRICTIONS



Date: 11/15/2022

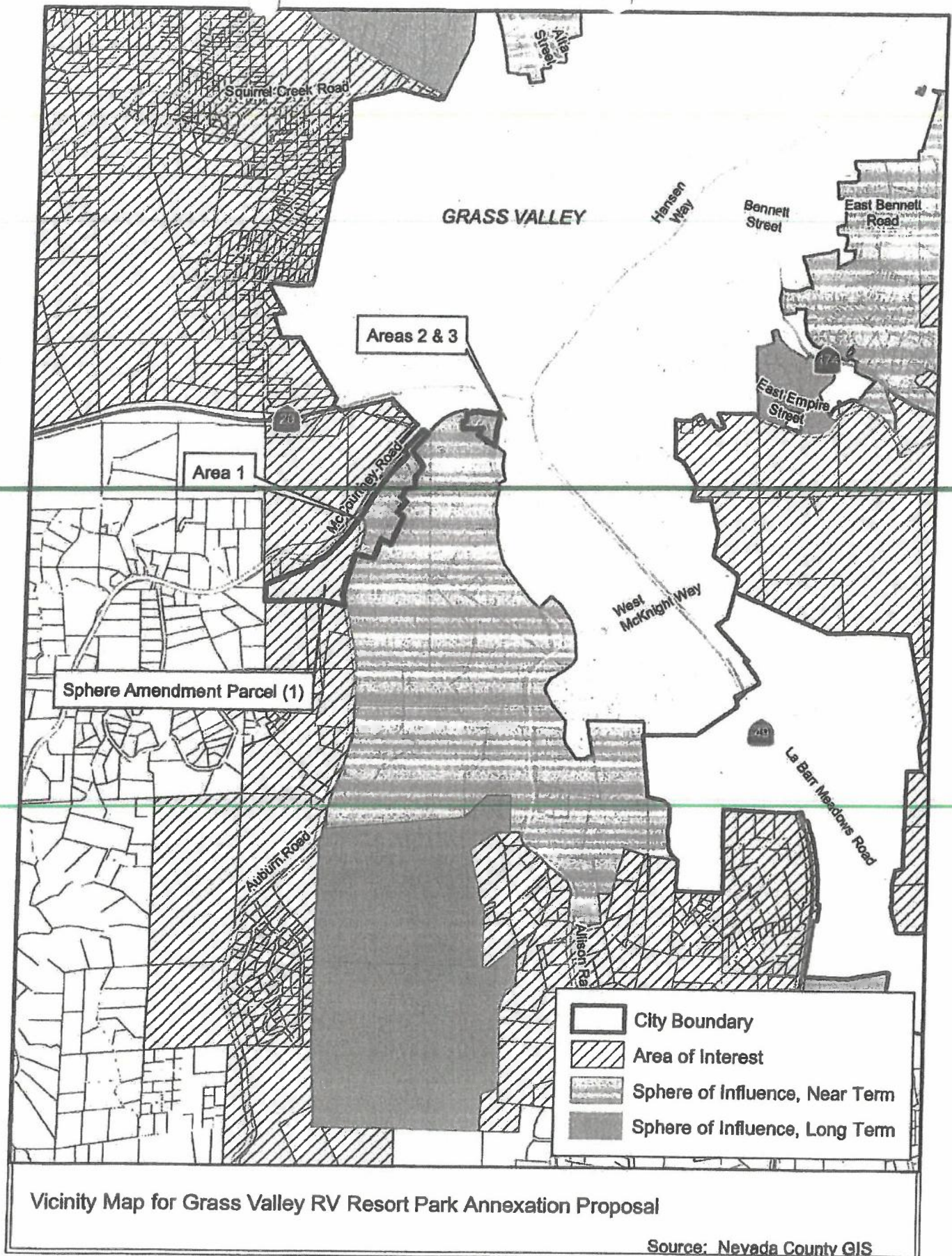
Drawn By: L. HAMMER

NEVADA IRRIGATION DISTRICT

NEVADA COUNTY - PLACER COUNTY
GRASS VALLEY, CALIFORNIA

Scale: SCALE: 1:8,400 @ 8.5x11

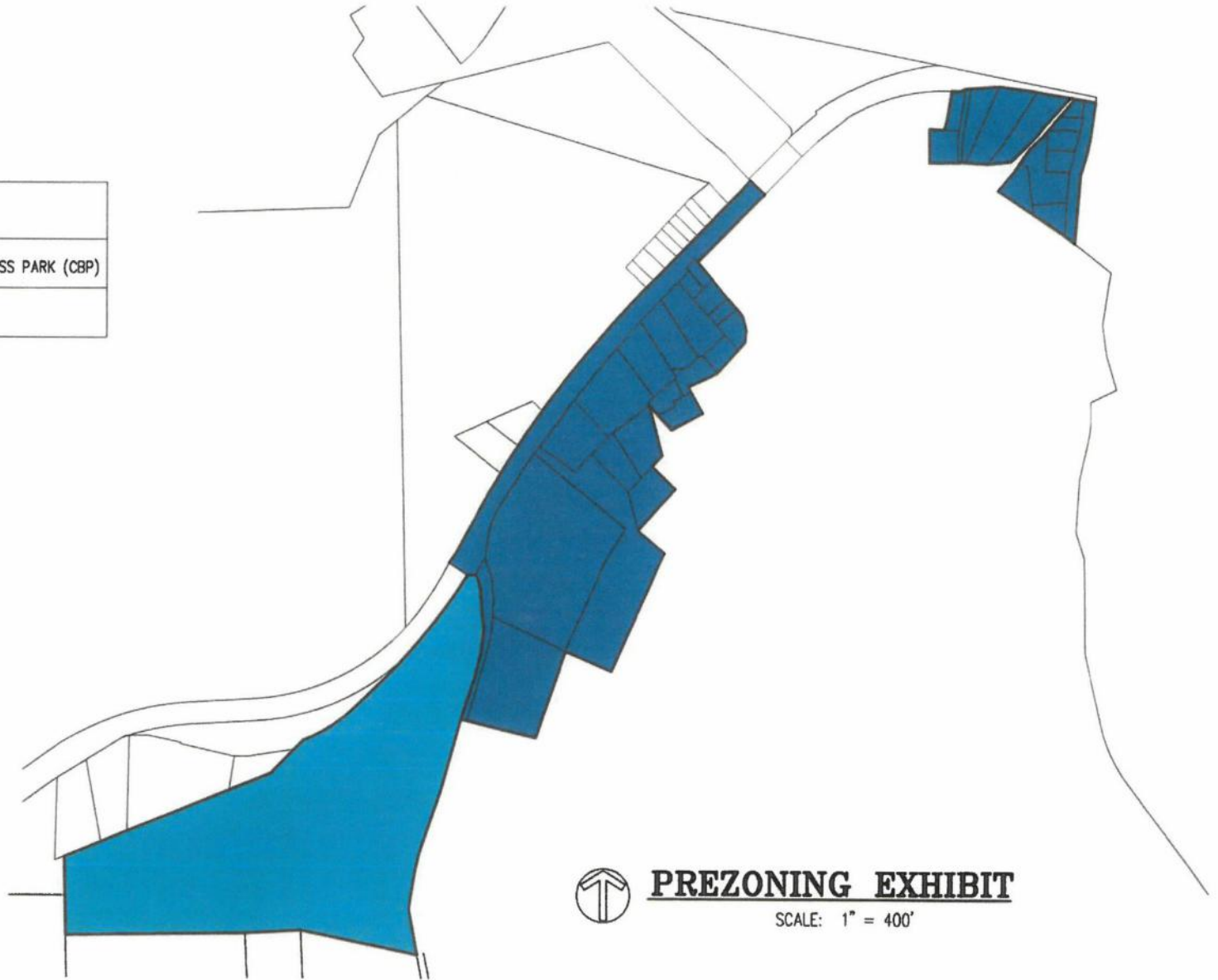
Sheet: 1 of 1



LEGEND

CORPORATE BUSINESS PARK (CBP)

NC-FLEX



GRASS VALLEY RV RESORT
PREZONING EXHIBIT

DESIGNED: REW

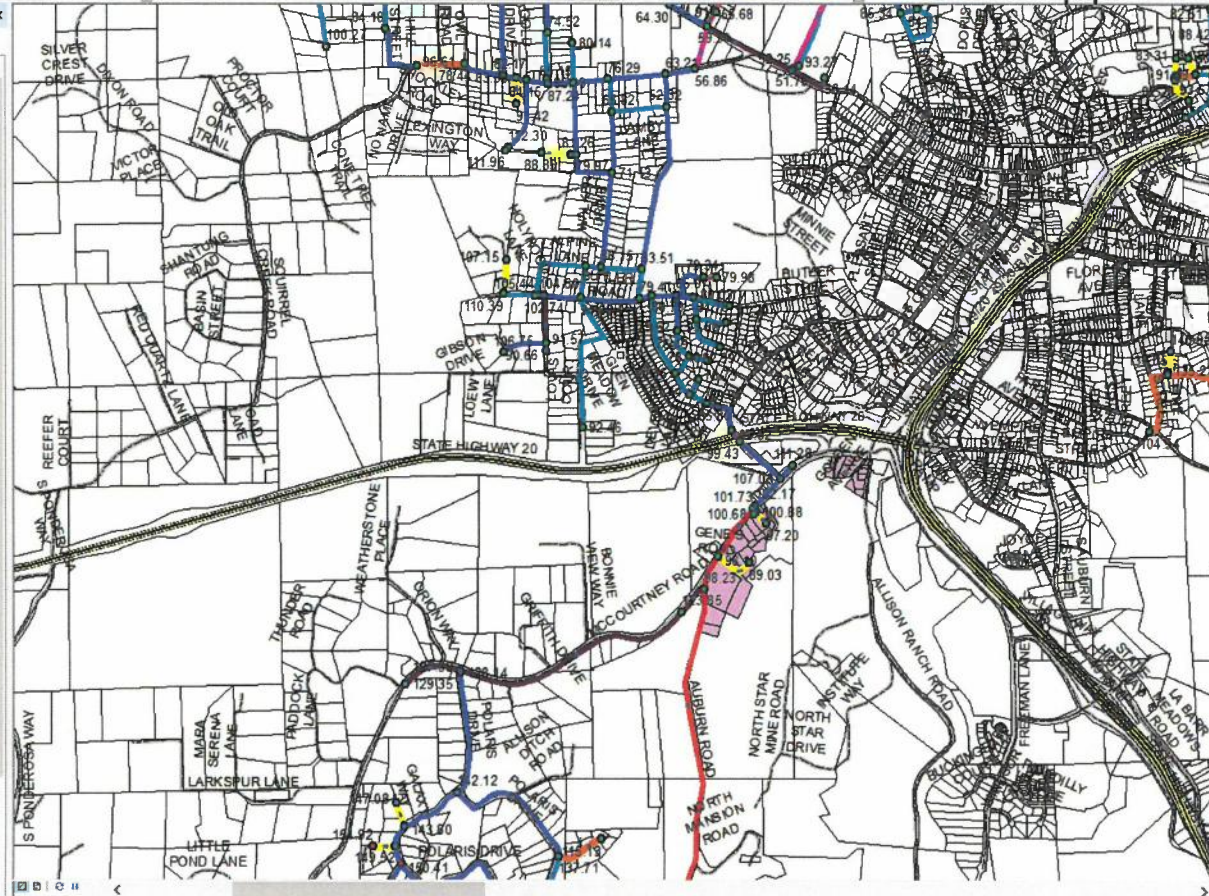
SHEET

E

EXHIBIT F

Table Of Contents

- Layers
 - Junction
 - PRESSURE
 - less than 20.00
 - 20.00 ~ 30.00
 - 30.00 ~ 125.00
 - 125.00 ~ 150.00
 - 150.00 ~ 215.00
 - Tank
 - TYPE
 - Active
 - Domain
 - Reservoir
 - TYPE
 - Active
 - Domain
 - Pump
 - TYPE
 - Active
 - Domain
 - Valve
 - TYPE
 - Active
 - Domain
 - Pipe
 - DIAMETER
 - 2
 - 4
 - 6
 - 8
 - 10
 - 12
 - 14->
- Basemap
- Basemap
- Parcels NevCo West



Baseline pipe sizes – no fire flow

Model Explorer

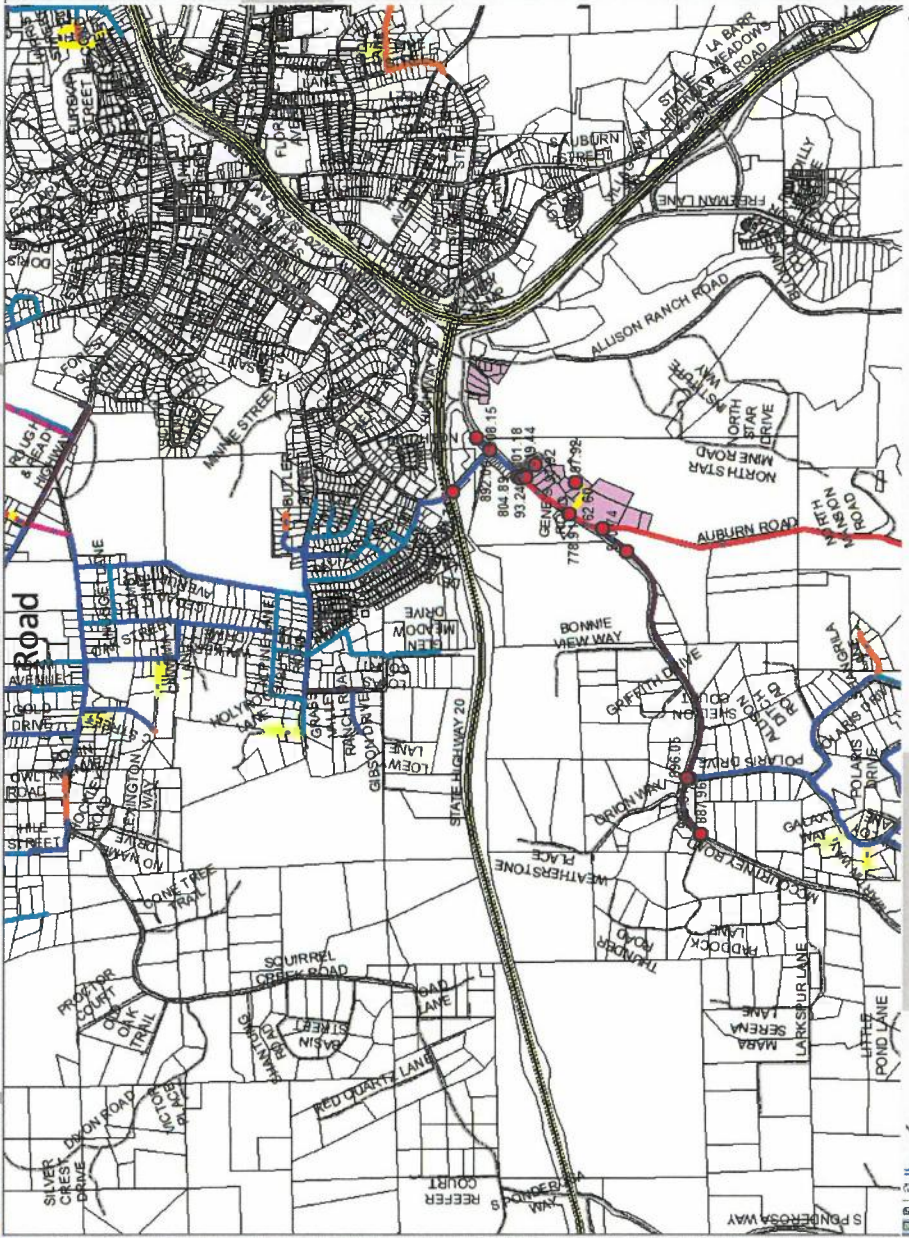
TASK3A_SCEN_A0, Existing System without LWW	
*Active: Standard	<input checked="" type="checkbox"/> Refresh Output
Steady State	
JUNCTION: F1120, Grass Valley RV resort	
(ID)	F1120
Description	Grass Valley RV resort
<input checked="" type="checkbox"/> Geometry	
X	6822747.483243960
Y	2201464.536129480
<input checked="" type="checkbox"/> Modeling	
Demand 1 (gpm)	0.00
Pattern 1	
Demand 2 (gpm)	23.00
Pattern 2	
Demand 3 (gpm)	0.00
Pattern 3	
Demand 4 (gpm)	0.00
Pattern 4	
Demand 5 (gpm)	0.00
Pattern 5	
Demand 6 (gpm)	0.00
Pattern 6	
Demand 7 (gpm)	0.00
Pattern 7	
Demand 8 (gpm)	0.00
Pattern 8	
Demand 9 (gpm)	0.00
Pattern 9	
Demand 10 (gpm)	0.00
Pattern 10	
<input checked="" type="checkbox"/> Information	
Year of Installation	
Year of Retirement	
Zone	
Elevation (ft)	2396.40
Phase	
YR_OLD	
ZONE_OLD	
DIAMETER	0.00
IN_MODEL	0
TRT_PLT	
Attribute	Operation

Message Board

-121.091 39.205 Decimal Degrees

EXHIBIT G

Baseline pipe sizes with 1500 gpm goal along McCortney



Model Explorer
TASKA_SCEN_A0_ Existing System without LWW
*Active*Fireflow
00.00 hrs
Refresh Output

JUNCTION: F1120, Grass Valley RV resort
F1120
Grass Valley RV resort

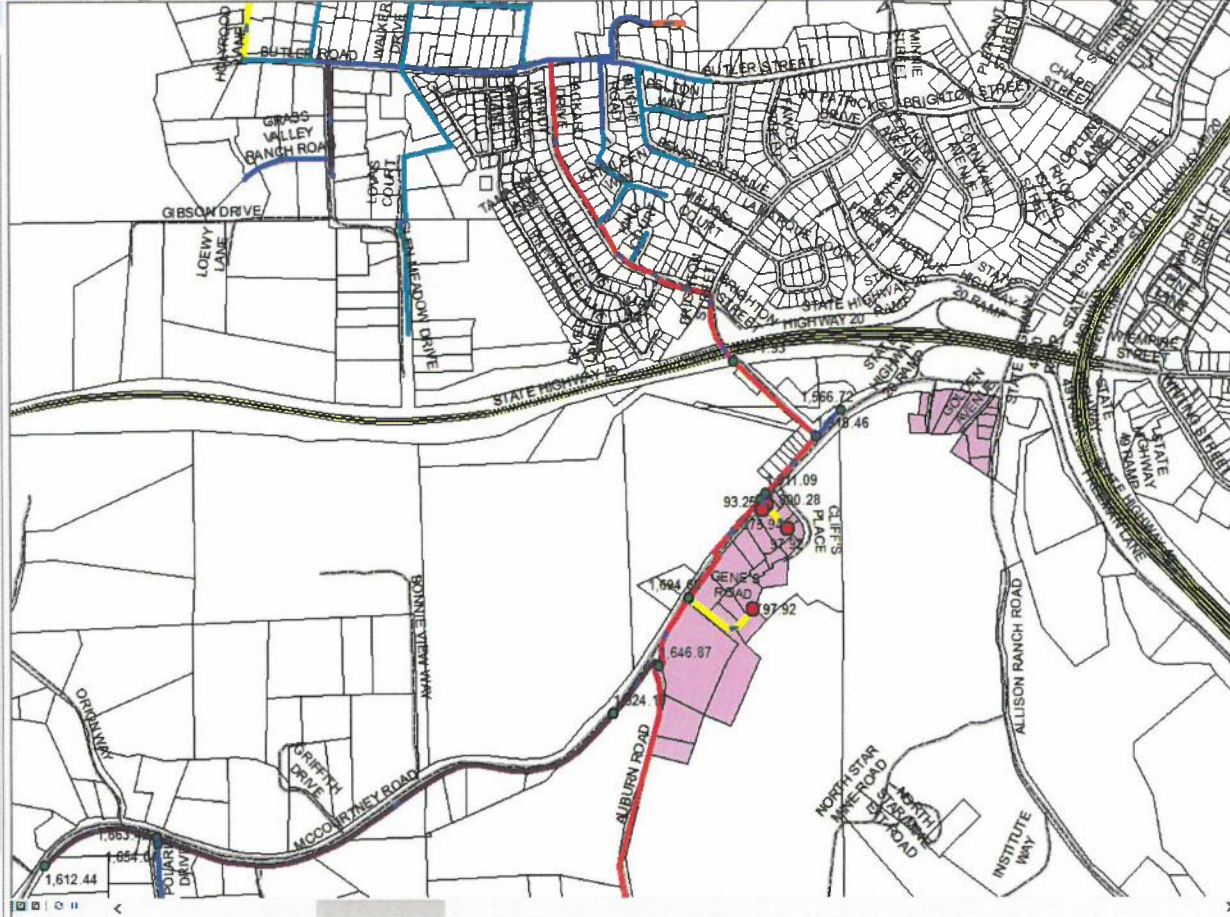
JUNCTION: F120, Grass Valley RV resort																								
(ID)	Description	Geometry	Modeling	Demand 1 (gpm)	Demand 2 (gpm)	Demand 3 (gpm)	Demand 4 (gpm)	Demand 5 (gpm)	Demand 6 (gpm)	Demand 7 (gpm)	Demand 8 (gpm)	Demand 9 (gpm)	Demand 10 (gpm)	Information	Year of Installation	Year of Retirement	Zone	Elevation (ft)	Phase	YR_OLD	ZONE_OLD	DIAMETER	IN_MODEL	TPT_PLT

Pipe sizes upgraded to achieve 1500 gpm goal.

Table Of Contents

Layers

- ☒ Junction
 - AVAIL_FLOW
 - less than 1,500.00
 - 1,500
- ☒ Tank
 - TYPE
 - Active
 - Domain
- ☒ Reservoir
 - TYPE
 - Active
 - Domain
- ☒ Pump
 - TYPE
 - Active
 - Domain
- ☒ Valve
 - TYPE
 - Active
 - Domain
- ☒ Pipe
 - DIAMETER
 - 2
 - 4
 - 6
 - 8
 - 10
 - 12
 - 14->
- ☐ Basemap
- ☐ Basemap
- ☒ Parcels NevCo West
- ☒ Roads Nev Co
- ☒ Parcels



Model Explorer

TASK3A_SCEN_A0, Existing System without LWW

Active: Fireflow ☒ Refresh Output

00:00 hrs

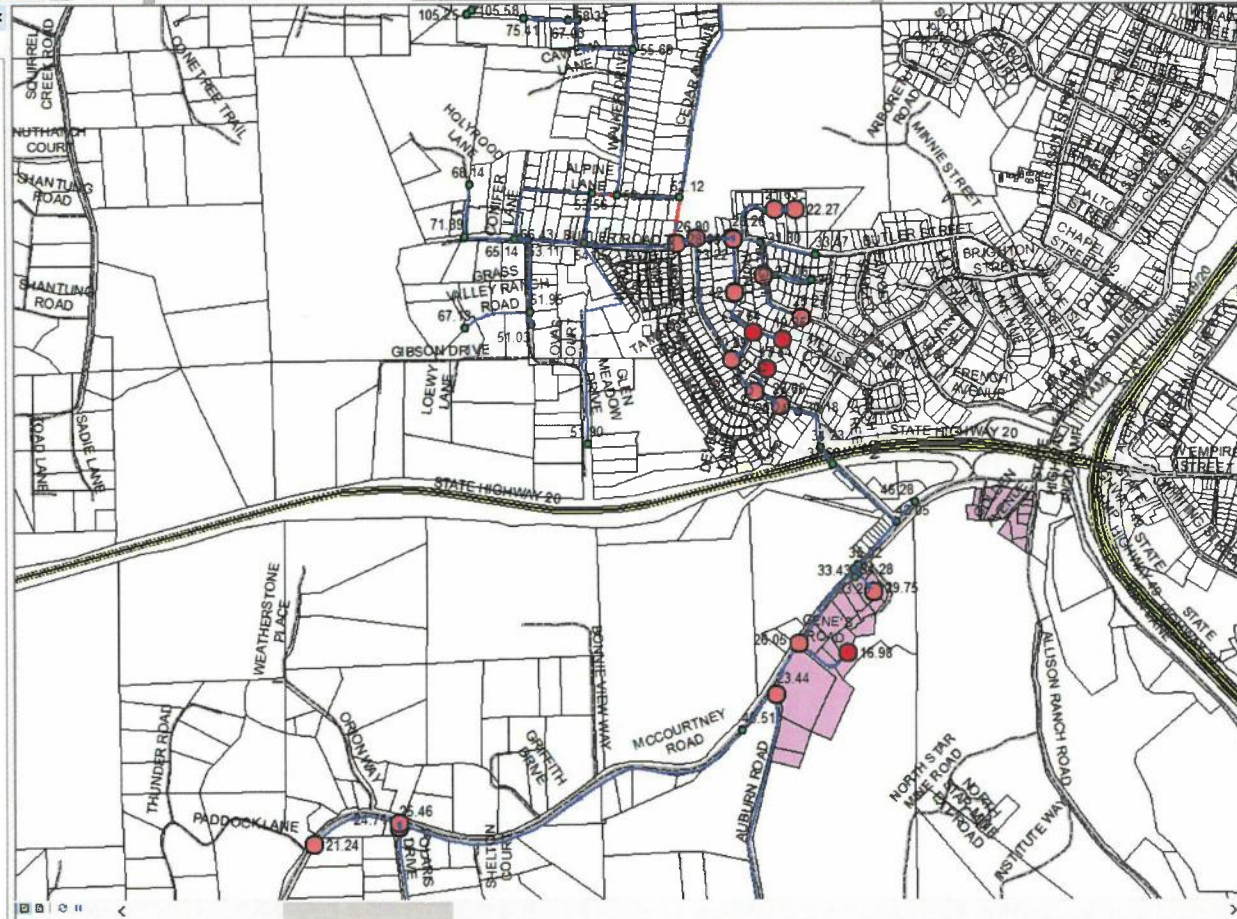
JUNCTION: F3049, Cap

(ID)	F3049
Description	Cap
<input checked="" type="checkbox"/> Geometry	
X	6824195.255277280
Y	2203376.368826430
<input checked="" type="checkbox"/> Modeling	
Demand 1 (gpm)	0.00
Pattern 1	
Demand 2 (gpm)	0.00
Pattern 2	
Demand 3 (gpm)	0.00
Pattern 3	
Demand 4 (gpm)	0.00
Pattern 4	
Demand 5 (gpm)	0.00
Pattern 5	
Demand 6 (gpm)	0.00
Pattern 6	
Demand 7 (gpm)	0.00
Pattern 7	
Demand 8 (gpm)	0.00
Pattern 8	
Demand 9 (gpm)	0.00
Pattern 9	
Demand 10 (gpm)	0.00
Pattern 10	
<input checked="" type="checkbox"/> Information	
Year of Installation	
Year of Retirement	
Zone	
Elevation (ft)	2427.64
Phase	
YR_OLD	2013
ZONE_OLD	
DIAMETER	8.00
IN_MODEL	Yes
TRT_PLT	EGeorge

Attribute Operation

Table Of Contents

- Layers
 - Junction
 - PRESSURE
 - less than 20.00
 - 20.00 ~ 30.00
 - 30.00 ~ 125.00
 - 125.00 ~ 150.00
 - 150.00 ~ 215.00
 - Tank
 - TYPE
 - Active
 - Domain
 - Reservoir
 - TYPE
 - Active
 - Domain
 - Pump
 - TYPE
 - Active
 - Domain
 - Valve
 - TYPE
 - Active
 - Domain
 - Pipe
 - VELOCITY
 - less than 10.00
 - 10
- Basemap
- Basemap
- Parcels NevCo West
- Roads Nev Co
- Parcels



Model Explorer

TASK3A_SCEN_A0_Existing System without LWW

Active Standard Refresh Output

Steady State

JUNCTION: F3076, Cap

(ID)	Description
Geometry	Cap
X	6819163 090144770
Y	2200526 809564930
Modeling	
Demand 1 (gpm)	1.43
Pattern 1	
Demand 2 (gpm)	0.00
Pattern 2	
Demand 3 (gpm)	0.00
Pattern 3	
Demand 4 (gpm)	0.00
Pattern 4	
Demand 5 (gpm)	0.00
Pattern 5	
Demand 6 (gpm)	0.00
Pattern 6	
Demand 7 (gpm)	0.00
Pattern 7	
Demand 8 (gpm)	0.00
Pattern 8	
Demand 9 (gpm)	0.00
Pattern 9	
Demand 10 (gpm)	1600.00
Pattern 10	
Information	
Year of Installation	
Year of Retirement	
Zone	
Elevation (ft)	2383.43
Phase	
YR_OLD	2013
ZONE_OLD	
DIAMETER	10.00
IN_MODEL	Yes
TRT_PLT	EGeorge
Attribute	Operation

[illegible]

TASK3A_SCEN_A0, Existing System without LWW

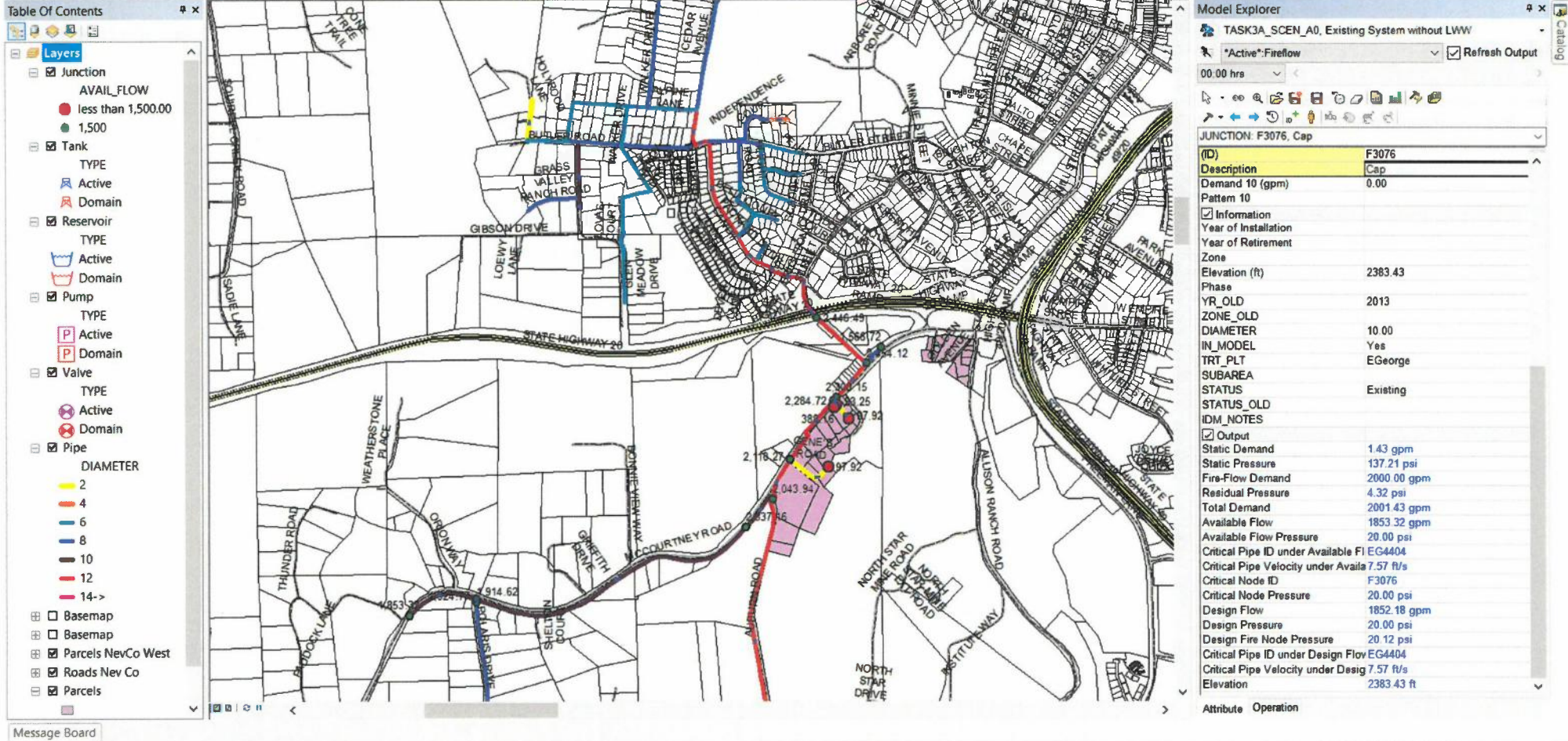
Active: Standard ☒ Refresh Output

Steady State >

PIPE EG115

ID	Description
<input checked="" type="checkbox"/> Geometry	Reverse
Start Node	F3024
End Node	F3025
<input checked="" type="checkbox"/> Modeling	
Length (ft)	164.81
Diameter (in)	12.00
Roughness	125.00
Minor Loss	0.00
Totalizer	No
Check Valve	No
<input checked="" type="checkbox"/> Information	
Year of Installation	0
Year of Retirement	
Zone	83
Material	AC
Lining	
Cost ID	
Phase	
YR_OLD	2013
ZONE_OLD	
IN_MODEL	Yes
TRT_PLT	EGeorge
SUBAREA	
STATUS	Existing
STATUS_OLD	
IDM_NOTES	
<input checked="" type="checkbox"/> Output	
Flow	2070.09 gpm
Flow Direction	Forward
Velocity	5.87 ft/s
Headloss	1.73 ft
HL/1000	10.49 ft/k-ft
Status	Open
Flow Reversal	0
Type	Pipe

Attribute Operation



Pipe	length in model	description		
EG755	482	Along McCourtney upgrade 8" to 12"		
EG121	710	Along Brighton to crossing upgrade 8 to 12"		
EG488	433	Along Brighton from crossing to where it turns to Packard upgrade 8 to 12"		
EG487	155	Along packard upgrade 8 to 12		
EG4401	254	Along packard upgrade 6 to 12		
EG119	330	Along Packard upgrade 6 to 12		
EG122	1082	Along packard upgrade 6 to 12		
EG115	165	Along Butler upgrade 8 to 12		
Total	3611			

**NEVADA COUNTY
DEPARTMENT OF INFORMATION & GENERAL SERVICES
on behalf of the**

Planning Department



REQUEST FOR PROPOSALS

for

Regional Infrastructure Planning Study

RFP No. 160639

Release Date: September 23 2022

**Submittal Deadline: October 28, 2022
not later than 5:00 PM (Pacific)**

Nevada County RFP No.160639
Regional Infrastructure Planning Study

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1.0 INTRODUCTION.....	1
2.0 TENTATIVE SCHEDULE	2
3.0 BACKGROUND	2
4.0 GENERAL TERMS & CONDITIONS.....	3
5.0 PROPOSAL SUBMITTAL INSTRUCTIONS.....	4
6.0 SUBMITTAL INSTRUCTIONS	8
7.0 EVALUATION CRITERIA.....	9
8.0 SELECTION PROCEDURE	9

ATTACHMENTS

- Required Statements
- Cost Proposal Form
- Draft Agreement

1.0 INTRODUCTION

The Nevada County Purchasing Agent on behalf of the Planning Department, hereinafter collectively referred to as "County," is requesting proposals from interested agencies and jurisdictions; including but not limited to Nevada Irrigation District, the City of Grass Valley, City of Nevada City and the Town of Truckee to prepare a Regional Infrastructure Plan in cooperation with the County's regional jurisdictions and agencies located and providing services within Nevada County.

The purpose of this project is to provide funding for agencies and jurisdictions to perform an Infrastructure Needs Study ("Study"). The Study would provide the information necessary to upgrade water and sewer infrastructure in the County's Spheres of Influence and Community Regions to encourage development of more housing units. Potential outcomes and deliverables of the Study include determining where pinch points or trouble areas are, highlighting where upgrades are needed to support new housing, identifying the lifespan of existing facilities, and preparing preliminary plans and engineers' cost estimates to support any potential upgrades.

\$155,000 is available to fund consultant preparation of a Study. These funds may be distributed to prepare multiple studies for individual areas, or a single study across several jurisdictions. The allocation amount will be proportionate to the area's potential to provide for housing with improved water and sewer infrastructure. The goal of the proposed Study would be to remove potential pinch points in sewer and water infrastructure which has historically limited housing development potential within sphere areas or legacy neighborhoods still utilizing septic systems. Once funds are allocated, the awarded agency(s)/jurisdiction(s) will collaborate with Nevada County to issue an RFP to qualified consultants to prepare the study. Awarded Study funds must be expended by August 1, 2023. Completed Study(ies) are to be submitted to the County no later than July 15, 2023.

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP in writing to:

Desiree Belding, CPPO, CPPB
Nevada County Purchasing Division
950 Maidu Ave.
Nevada City, CA 95959
Phone: (530) 265-1557
Email: desiree.belding@nevadacountyca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Nevada County Purchasing Division.

All addenda for this RFP will be distributed via Nevada County's website:
<https://www.mynevadacounty.com/734/Purchasing#RFP>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Deadline for Final Questions or Proposal Submission Deadline, will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

Deadline for Final Questions.....	October 14, 2022
Proposal Submission Deadline.....	October 28, 2022
Evaluation of Proposals.....	October 31 through November 16, 2022
Contract Negotiations.....	November 17 through 30, 2022
Notice to Proceed.....	December 1, 2022
Project Completion.....	July 15, 2023

3.0 BACKGROUND

Nevada County is located in Northern California. The County encompasses the incorporated cities of Grass Valley and Nevada City in the west and the Town of Truckee in the east, as well as unincorporated areas. The County's population is approximately 100,000, with 35,000 residing in the cities and town and 65,000 in the unincorporated areas. Approximately 84% of the housing in the County as a whole is considered single-family residential units.

One of the significant goals of the County General Plan is to coordinate with the cities/town in land use planning and development within their spheres (General Plan Goal 1.8). The General Plan further encourages growth within Community Regions as these areas typically have available infrastructure, services and amenities to support larger residential populations. The rural regions of the County are less suitable for compact higher density development due to the lack of available infrastructure, primarily regional public sewer and water. The purpose of this study is intended to work with the County's regional jurisdictions and agencies to analyze potential infrastructure constraints, such as undersized sewer lines, to develop a plan and a program for assisting those jurisdictions with infrastructure upgrades that would support the development of housing within the spheres. The goal of the proposed study would be to remove potential pinch points in sewer and water infrastructure which has historically limited housing development potential within sphere areas or legacy neighborhoods still utilizing septic systems.

Eligible Entries:

The following types of entities and jurisdictions are eligible to submit a proposal for the preparation of a Regional Infrastructure Planning Study, provided that their agency or jurisdiction is located within the boundaries of Nevada County:

- Cities of Grass Valley and Nevada City and Town Truckee
- Municipal Public Agencies with service areas located within spheres of incorporated Cities / Town and within the boundaries of Nevada County.

4.0 GENERAL TERMS & CONDITIONS

- 4.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Professional Services Contract, a draft of which is included as **Attachment C**.
- 4.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Nevada. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Nevada, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 4.3 **Publicity Clause:** Awarded firm(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 4.4 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 4.5 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 4.6 **Assurance of Designated Staff and Analysis of Project as Evaluated:** Proposer shall assure that the designated staff, including sub-consultants (if any), is used for the analysis and project(s) as evaluated and approved by RFP selection. Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) or project(s) changes shall not be made without the prior written approval of the County.
- 4.7 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 4.8 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the draft contract, **Attachment C**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.

- 4.9 **Protests and Appeals.** In accordance with Section 6.0 of the Nevada County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Information and General Services. The protest shall be submitted in writing to the Director of Information and General Services within five (5) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

5.0 PROPOSAL SUBMITTAL INSTRUCTIONS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all the elements specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in loose leaf binders. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers tabbed in accordance with this Section as specified below.

5.1 Cover Letter with the following information:

- Title of this RFP
- Name and mailing address of firm (include physical location if mailing address is a PO Box)
- Contact person, Email address, telephone number, and fax number.

The County will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.

5.2 Signature Requirements - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

- 5.3 **Proposal Instructions-** In your Proposal, please address the following areas:
- 5.3.1 **TAB A: Jurisdictions Qualifications** – Describe the purpose and history of your jurisdiction / agency, the infrastructure facilities you operate and whether you have received funding for a similar program or project in the past. Identify the services which would be completed by your staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your staff.
- 5.3.2 **TAB B: Study Plan** – In response to this RFP, jurisdictions and agencies serving or willing to serve areas in Nevada County's Spheres of Influence and Community Regions are invited to submit the following information for the County's consideration in distribution of the funds available to prepare an Infrastructure Needs Study:
- a. Provide an overview of the request
 - b. Describe the area of focus for the study
 - c. Describe the potential for this area to provide more housing units, including how many more future housing units this area could support with improved infrastructure
 - d. Describe the potential impact this funding and Study would have on increasing the potential for development of housing units
 - e. Is this a high priority for the agency? Describe efforts taken to date to improve infrastructure and/or development of housing in this area.
 - f. Identify the target project proposed that would benefit from the infrastructure planning study and include the following details:
 - Estimate the capacity of the existing infrastructure and quantify the anticipated number of new potential affordable housing units that could be developed as part the infrastructure expansion.
 - Identify pinch points or trouble areas for your project. Highlight where infrastructure upgrades are needed to support new housing within the sphere area.
 - Identify the lifespan of existing facilities and identify preliminary plans and engineering cost estimates to support any potential upgrades to infrastructure required to support new housing within the sphere area
 - Provide any existing information, plans, preliminary engineering or as-builts.
 - g. Identify if the proposed project is a high priority for your jurisdiction / agency. Would you be collaborating or partnering with other jurisdictions or agencies to develop the proposed project? Are there specific citizen groups, organizations, or constituents who have requested this project? If so, list the citizen groups, organization, or constituents and include letters of support where possible.

- h. Justify how the proposed project will create a new or significantly expanded capacity or availability of an existing affordable housing opportunities for the public.
 - i. Describe how this Study aligns with the adopted General Plan, Zoning Code, Operational Plan or other guiding municipal document
 - j. Include a proposed work schedule to accomplish all the required tasks within the desired timeline, assuming allocation of funds in November 2022 and final expenditure and delivery of Study(s) by July 31, 2023. Identify the staff who would be assigned to each task.
- 5.3.3 **TAB C: Collaboration and Community Impacts** – Explain of your approach to the successful implementation of this project. Include the following information:
- a. Explain your approach to work with County staff to develop a complete understanding of the project plan and objectives and to finalize the project timeline and implementation approach / strategy.
 - b. Describe how the general public, citizen groups, housing developers, or adjacent property owners would be informed of the Study and their opportunity to participate in the process
- 5.3.4 **TAB D: Reporting Requirements** – Describe your approach to ensuring reporting requirements are met as follows:
- a. On a bi-weekly basis, check-in with County staff to discuss findings, challenges and to verbally report progress.
 - b. Monthly – submit summary report to Planning Director
 - c. Ongoing – email virtual meetings, and phone discussions with County project lead as necessary.
- 5.3.5 **TAB E: Leveraging Partnerships and Resources-** Describe your entity's track record of leveraging partnerships, funding and other resources. Describe how your entity will leverage additional partnerships, funding and other resources in support of this Study. **Bonus points will be allocated for matched funding.**
- 5.3.6 **TAB F: Required Statements** – This section must include the statements identified below. For your convenience, you may complete and return **Attachment A**
- A. A statement that the submitting jurisdiction / Municipal Public Agency will perform the services and adhere to the requirements described in this RFP, including any addenda (**reference the addenda by date and/or number**).
 - B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (PRA). Proposers shall include a statement that describes the specific portion(s) of their submittal that they consider exempt from disclosure under the PRA. In the event the County receives a PRA request for documents that may include some or all the submittal, the County will consider the proposer's statement, but will make its own determination as to what will be released. County will then notify the

submitting firm of its determination and provide the submitting party with 10 days in which to seek legal remedies to prevent such disclosure.

- C. Include a statement of assurance that you will not substitute members of your designated team without approval by Nevada County staff (per **Section 4.6**)
 - D. Include a statement which declares there is no Conflict of Interest (per **Section 4.5**)
 - E. Provide a statement attesting there has been no Collusion (see **Section 4.7**)
 - F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the draft contract (**Section 4.8**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
 - G. Provide a statement certifying that your firm is not currently subject to debarment under Title 49, Code of Federal Regulations, Part 29.
- 5.4 **TAB G: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contract (**Attachment C**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County's determination of whether it is possible to successfully negotiate a contract with your firm/individual.
- 5.5 **TAB H: Proposed Budget** – Use the attached Budget Proposal Form to complete this section also include a narrative explaining your proposed budget to include the following:
- A. What is your total funding request for this grant? (Applicants should request a grant amount that reflects what is necessary to accomplish project goals. The County reserves the right to recommend an amount more or less than the total requested.)
 - B. Provide a brief budget narrative to accompany "Attachment B: Line-Item Budget," summarizing major expenses and other sources of revenue including matching funds. Be sure to list sources and amounts of matching funds in your budget. (Note: Matching funds are not required but are strongly encouraged, and demonstration of leveraged resources and matching funds will affect score.)

6.0 SUBMITTAL INSTRUCTIONS

- 6.1 Your submittal package shall include the following:
Five (5) printed (1 original and 5 copies of your proposal
One (1) electronic copy of your proposal in PDF format on CD, flash drive or other electronic media
- 6.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.
- 6.3 Proposals must be submitted **ONLY** to the following addresses:
- Nevada County Purchasing Division
Eric Rood Administrative Center, 1st floor
Suite 129
950 Maidu Avenue
Nevada City, CA 95959
- 6.4 Faxed and/or emailed proposals shall not be accepted.
- 6.5 The County of Nevada shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 6.6 Late submittals shall not be accepted or considered.
- 6.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.
- 6.8 All submittals, whether selected or rejected, shall become the property of Nevada County and will not be returned.
- 6.9 The County reserves the right to waive minor defects and/or irregularities in proposals and shall be the sole judge of the materiality of any such defect or irregularity.
- 6.10 All costs associated with proposal preparation shall be borne by the offeror.
- 6.11 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

7.0 EVALUATION CRITERIA

- 7.1 Evaluation of Written Proposals – Upon review of the written proposals, the County will use the following evaluation criteria and rating points to determine the most highly qualified firm(s).

Evaluation Criteria – Written Proposals	Maximum Points Possible
Qualifications of Agency/Jurisdiction (per Sections 5.3.1)	10
Analysis and Development Plan (per Sections 5.3.2)	25
Collaboration and Community Impacts (per Section 5.3.3)	20
Reporting Requirements (per Section 5.3.4)	10
Leveraging Partnerships and Resources (per Section 5.3.5)	20
Budget Proposal (per Section 5.4)	15
Matched Funding (Bonus Points)	10
Total Possible Points:	110

Nevada County's Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFP.

8.0 SELECTION PROCEDURE

- 8.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 8.2 Interviews will be held solely at the County's option. The County will use the above criteria to score and rank firms' responses to interview questions or instructions, in addition to other relevant information provided or requested.
- 8.3 The County reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 8.4 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 8.5 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 8.6 The County will notify all proposers whether they are selected for the subject work. Email is the County's preferred method of communication for all stages of the RFP process.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of Grass Valley / **[Company or Individual]**)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Grass Valley, a California municipal corporation ("City"), and _____, a **[state the consultant's form of business entity and state of formation (i.e., a California limited liability company)]** _____ ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **[enter description of consultant's services]**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant risk of the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's **[enter consultant's proposal date]** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is **[Name and title]**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 1 of 29

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is [redacted] Dollars (\$ [redacted]).
- 3.5. “Commencement Date”: [date].
- 3.6. “Termination Date”: [date]

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Naming any persons in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 3 of 29

shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code § 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed other than by an amendment to this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes to or for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by the Agreement Administrator in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent in any manner that it is, or that any of its agents or employees are, employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** If Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 6 of 29

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorney Fees.** Such costs and expenses shall include reasonable attorney' fees for counsel of City's choice, expert fees, and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorney' fees, defense costs, or expenses if it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: [insert project name]
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

12.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

The Project Administrator may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: _____

Name: _____

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis, the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of work under this Agreement. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under this Agreement.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials,

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 9 of 29

officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of work under this Agreement and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: [insert department or individual], 125 East Main Street, Grass Valley, CA 95945.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts before execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement or its early termination.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as are reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

If to Consultant

[Name]
City of Grass Valley
[Department/Division]
125 E Main Street
Grass Valley, CA 95945
Telephone: (530) 274-[XXXX]
Facsimile: (530) 274-4399

[Name]
[Address]
[Address]
Telephone:
Facsimile:

With courtesy copy to:

Michael G. Colantuono, Esq.
Grass Valley City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945
Telephone: (530) 432-7357

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 11 of 29

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice to allow City time to procure replacement services.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations

from this Agreement shall be effective and binding only if made in writing and executed by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose them without prior written consent by the Project Administrator. City shall grant such consent if disclosure is legally required. Consultant shall return all City data to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of 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. Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest under the Political Reform Act with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. No City Councilmember, officer, or employee of City,

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 13 of 29

during the term of his or her service to City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from it.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and permitted assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties under this Agreement.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 14 of 29

commencement of the exercise, or the forbearance from the exercise by either party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable and actual attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

[Two signatures are required to bind a corporation]

“City”
City of Grass Valley

By: _____
Signature

Printed: _____

Title: _____

Date: _____

“Consultant”
[Name of Company or Individual]

By: _____
Signature

Printed: _____

Title: _____

Date: _____

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Attest:

By: _____
Taylor Day, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 16 of 29

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
FEE SCHEDULE