



November 1, 2017

File No.: 08.06.69

Addendum No. 2
San Quentin Pump Station Reconstruction

THE CHANGES IN THIS ADDENDUM SHALL BE INCLUDED IN THE RFP AND THIS ADDENDUM SHALL BE PART OF THE RFP DOCUMENTS. ALL CONDITIONS NOT AFFECTED BY THIS ADDENDUM SHALL REMAIN UNCHANGED.

The following questions have been received by the City.

Question 1

What is the pumping capacity of the existing pump station?

Response: The pump station has two pumps each with a capacity of 22,500 gallons per minute. Enclosed with this Addendum are specifications on the pump motors. As noted in Addendum 1, the City would like to have a hydrology and hydraulic report performed to verify pump sizes. City maintenance crews would like to have a third pump included in the new station as well.

Question 2

Who owns and maintains the channel upstream of the station?

Response: The City owns and maintains both the channel and access road leading to the pump station from Francisco Blvd East. Portions of the wetland area are owned by private parties, and it is anticipated that one or more of these parties may strongly object to this project.

Question 3

Are there any record drawings available?

Response: Yes, record drawings are available and found attached to Addendum 1 issued October 27, 2017.

Question 4

What type of communications is used/desired for this station?

Response: The City's existing pump station communicates with Public Works via a supervisory control and data acquisition (SCADA) system. We anticipate making minor upgrades to this system as part of the new pump station, but will continue to use the SCADA platform.

Question 5

Does the City have an estimated budget for this project?

Response: Based on a recent, similar pump station reconstruction project, the City anticipates a project budget of approximately \$1.8M to cover all expenses from conception through construction.

Question 6

The sample Professional Services Agreement (PSA) was inadvertently not included in the original RFP. Where may it be located?

Response: The sample PSA is attached to this Addendum. Please note that the consultant's proposal must state in the cover letter that this PSA is acceptable as-is.

Sincerely,

A handwritten signature in blue ink that reads "Hunter Young". The signature is written in a cursive, flowing style.

Hunter Young
Associate Civil Engineer

SAN QUENTIN PUMP STATION

PUMP MOTOR:

GENERAL ELECTRIC - CONTROL SECTION PYXIS
BERKELEY, CALIF.

MODEL - 5K6287XH144A - H.P. 125
SERVICE FACTOR 1.0 AT RATED VOLTS & CYCLES
TYPE - K
CODE G
FRAME 6287P20, NEMA CLASS DESIGN B
VOLTS 460, CYCLES 60, PHASE 3
F.L. AMP 157, F.L. SPEED 880
SERIAL #BJJ221080 PUMP #2 - PUMP #1 BJJ221079
60° C. RISE CONT., UPPER BEARING - THRUST -
CATOLOG 629A226G1
LOWER GUIDE CATOLOG 2892334P20
OIL CAPACITY UPPER 7 QTS - LOWER 2 QTS
USE BALL BEARING GREASE GE SPEC. D6A2C5
MOTOR OIL VISCOSITY OF 150 SUS AT 100° F.

PUMP #1 & 2 125 HP

LAYNE & BOWLER PUMP COMPANY - LOS ANGELES CALIF.

PUMPS - VERTI - LINE
MODEL - L20BBP30P
G.P.M 22,500
F.T - 15.5
R.P.M. - 880
ROTATION → PUMP #1 - PATENT #3476038
ROTATION → PUMP #2 - Serial #D37613-B
PUMP OIL S.A.E.10

22,500 G.P.M EACH!

**AGREEMENT FOR PROFESSIONAL SERVICES WITH
[CONSULTANT NAME] FOR DESIGN SERVICES**

This Agreement is made and entered into this _____ day of _____, 2017, by and between the **CITY OF SAN RAFAEL** (hereinafter "**CITY**"), and **[CONSULTANT NAME]** a corporation authorized to do business in California (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, the **CITY** has determined that professional engineering design services are required in connection with developing plans, specifications, and cost estimates as well as obtaining environmental clearance associated with the San Quentin Pump Station Reconstruction Project; and

WHEREAS, the **CONSULTANT** has agreed to render such services;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The Director of Public Works is hereby designated the PROJECT MANAGER for the **CITY**, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. **[NAME]** is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONSULTANT.**

CONSULTANT shall perform the duties and/or provide the services described in **CONSULTANT'S** letter dated **[DATE]**, 2017, marked as Exhibit "A," attached hereto, and incorporated herein.

3. **DUTIES OF CITY.**

CITY shall compensate **CONSULTANT** as provided in Paragraph 4, and shall provide assistance and site access to **CONSULTANT** as described in Exhibit "A" attached hereto and incorporated herein.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **CITY** shall pay **CONSULTANT** on a time and materials basis for services rendered in accordance with the rates shown in the fee schedule included in Exhibit "A" attached and incorporated herein, in an amount not to exceed \$_____.

Payment will be made monthly upon receipt by **PROJECT MANAGER** of itemized invoices submitted by **CONSULTANT**.

5. TERM OF AGREEMENT.

The term of this Agreement shall commence upon the date of execution of this Agreement and end on Month, Date Year

when the work shall have been completed, unless the parties agree to extend this Agreement for another 90 days, as approved in writing by City Manager.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

A. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in the **CITY**; and no further agreement will be necessary to transfer ownership to the **CITY**. **CONSULTANT** shall furnish to **CITY** all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project described in Exhibit A.

C. **CONSULTANT** shall not be liable for claims, liabilities, or losses arising out of, or connected with the modification or misuse by **CITY** of, the machine-readable information and data provided by **CONSULTANT** under this Agreement; further, **CONSULTANT** shall not be liable for claims, liabilities, or losses arising out of, or connected with any use by **CITY** of the project documentation on other projects in addition to the project that is described in Exhibit A, or for the completion of the project described in Exhibit A by others, except only such use as may be authorized in writing by **CONSULTANT**.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. Scope of Coverage. During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per claim/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional

not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONSULTANT** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability and Worker's Compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additionally named insureds under the policies.

2. The additional insured coverage under **CONSULTANT'S** insurance policies shall be primary with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. . By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (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; whichever is greater.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT'S** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY'S** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY'S** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to reasonable attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT'S** work or work product by the **CITY** or any of its directors, officers or

employees shall not relieve or reduce the **CONSULTANT**'s indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend and hold harmless the **City Indemnitees** from and against any **CLAIMS** that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of **CONSULTANT** in the performance of its duties and obligations under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such **CLAIM** which is caused by the sole negligence or willful misconduct of **CITY**.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. **NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. **COMPLIANCE WITH ALL LAWS.**

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any applicable laws, ordinances, codes or regulations.

14. **NO THIRD PARTY BENEFICIARIES.**

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO CITY’s Project Manager: Bill Guerin
Director of Public Works
City of San Rafael
111 Morphew Street
San Rafael, CA 94901

TO CONSULTANT’s Project Director: Principal Name
Engineering Company
Street
City and Town

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

CONSULTANT

JIM SCHUTZ, City Manager

By: _____

Printed Name: _____

ATTEST:

ESTHER C. BEIRNE, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

Title of Corporate Officer: _____

and,

By: _____

Printed Name: _____

Title of Corporate Officer: _____