

AGENDA REPORT



Meeting Date: August 18, 2015

Agenda Item # _____

City Manager Approval:

TO: Honorable Mayor and Members of the City Council

FROM: Rick Crabtree, City Manager/Attorney

SUBJECT: Contract With Michael Baker International

RECOMMENDED COUNCIL ACTION:

Approve the proposed contract with Michael Baker International to continue providing the City with planning services.

SUMMARY:

Since January 27, 2015, Scott Friend and Pacific Municipal Consultants (PMC) have been providing planning services to the City. Specifically, Scott Friend has been serving as the Community Development Director.

On February 17, 2015, PMC was acquired by Michael Baker International.

PREVIOUS COUNCIL ACTION:

On November 4, 2014, the City Council approved inclusion of PMC on the City's on-call consultant list, to provide planning services as needed.

DISCUSSION:

Scott Friend remains designated as the City's Community Development Director. The only thing changing is the name of the company the City is contracting with.

CITY FISCAL IMPACT:

None expected. The subject consulting services are included in the 2015/2016 City Budget.

ATTACHMENTS:

Proposed Contract with Michael Baker International.

CITY OF RED BLUFF - PROFESSIONAL SERVICES AGREEMENT

Michael Baker International
Consultant

On-Call Consultant
Project Title

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the City of Red Bluff, California, a municipal corporation, hereinafter referred to as "City," and Michael Baker International, hereinafter referred to as "Consultant."

WITNESSETH:

SECTION 1 - ORGANIZATION AND CONTENTS.

This Agreement is divided into the following Sections:

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SECTION 2 - DESCRIPTION OF PROJECT

City desires to undertake that certain project, hereinafter referred to as "project" described in **EXHIBIT "A"** entitled "**DESCRIPTION OF PROJECT**" and to engage Consultant to provide the required professional services relating to it.

SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic services in connection with the project as are set forth more particularly in **EXHIBIT "B"** entitled "**SCOPE OF CONSULTANT SERVICES - BASIC; COMPLETION SCHEDULE**" and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE

It is understood by City and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in **EXHIBIT "B"**. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). Consultant shall not proceed to perform any such required additional service until City has determined that such service is beyond the scope of the basic services to be provided, is required, and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Consultant Service No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be **INCORPORATED INTO EXHIBIT "B"** accordingly.

SECTION 5 - COMPENSATION; RETENTIONS

Consultant shall be compensated for services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in **EXHIBIT "C"** entitled "**COMPENSATION.**" Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the fifteenth (15th) day of the month next following the month or months, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of receipt of it, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted. City shall notify Consultant within fifteen (15) days receipt of any invoice that is deemed incorrect, incomplete or not in accord with the provisions of this Agreement.

SECTION 6 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City he/she/it possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that he/she/it will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project for which services are rendered under this Agreement.

SECTION 7 - RESPONSIBILITY OF CITY

To the extent appropriate to the project contemplated by this Agreement, City shall:

7.1 Assist Consultant by placing at his/her/its disposal all available information pertinent to the project, including previous reports and any other data relative to implementation of the program.

7.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform his/her/its services.

7.3 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Consultant.

7.4 Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

7.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the program.

7.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the program.

SECTION 8 – INDEMNIFICATION

Consultant shall hold City, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from any and all liability arising out of this Agreement to the extent caused by any negligent act, error or omission in Consultant's performance of the services provided for by this Agreement. Should City or any of its officers, boards and commissions and members thereof, its employees or agents be named in any suit, or should any claim be made against it or any of them by suit or otherwise arising out of this Agreement to the extent caused by any negligent act, error, or omission in Consultant's performance of the services provided for by this Agreement, Consultant shall defend said City and such officers, boards and commissions and members thereof, its employees and agents and shall indemnify them for any judgment rendered against them or by any sums paid out in settlement or otherwise.

SECTION 9 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the work to be performed and/or services to be rendered by Consultant pursuant to this agreement shall be as set forth in EXHIBIT "D", entitled SPECIAL PROVISIONS.

SECTION 10 - GENERAL PROVISIONS

10.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of termination of the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to the agreement or the state grant contract and any amendments, whichever is later. Any duly authorized representative(s) of City, state or federal government, Bureau of State Audits, the Department of Housing and Community Development and/or their representatives, upon reasonable notice, shall have access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of

inspection, auditing, monitoring, copying, or otherwise examining said materials at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection.

10.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

10.3 Changes to Scope of Work - Basic Services

City may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

10.4 Compliance with Laws, Rules, Regulations

All services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder. If Consultant becomes aware of a conflict between such statutes, rules or regulations, Consultant will contact City in writing and the parties shall work cooperatively to resolve the conflict.

10.5 Conflict of Interest Code Applicability

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of the Red Bluff Conflict of Interest Code, then each such person will be required to comply with the provisions of said Code in connection with the services they render to the City under this Agreement.

10.6 Exhibits Incorporated

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

10.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

10.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

10.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

10.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period.

10.11 Ownership of Documents

Title to all documents, drawings, specifications, and the like with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. Consultant shall not be held liable for any modification or reuse of the City-vested work product for purposes outside their original intent.

10.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

10.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the work, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all service rendered and work performed for City to the date of such termination.

10.14 Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To City: Richard Crabtree
City Manager
City of Red Bluff
555 Washington Street
Red Bluff, CA 96080

The City of Red Bluff is an Equal Opportunity Provider

b. To Consultant: Philip O. Carter, Vice-President
Michael Baker International
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such notices to the other.

SECTION 11 SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on **EXHIBIT "D"** entitled "**SPECIAL PROVISIONS.**"

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF RED BLUFF

CONSULTANT

Michael Baker International

By: _____
(Signature)

Corporation
(Type of Organization)

Richard Crabtree
(Printed Name)

By: _____

City Manager
(Title)

APPROVED AS TO FORM:

Philip O. Carter
(Printed Name)

Richard Crabtree, City Attorney

Vice-President
(Title)

CITY OF RED BLUFF – PROFESSIONAL SERVICES AGREEMENT

On-Call Consultant

Planning, Engineering, and Architectural Consulting Services

EXHIBIT "A"

DESCRIPTION OF PROJECT

The City of Red Bluff is seeking the services of qualified professionals to provide Planning, Engineering, and/or Architectural Services.

The Consultant will be contacted and asked whether they are available, sometimes on short notice, to promptly provide the required Planning, engineering, and/or Architectural Services.

The City is aware that qualified consultants may provide only some of the services requested by the City. The Consultant, if available, will provide the services listed in Exhibits "B".

CITY OF RED BLUFF – PROFESSIONAL SERVICES AGREEMENT

On Call Consultant

Planning, Engineering, and Architectural Consulting Services

EXHIBIT “B”

SCOPE OF CONSULTANT SERVICES and COMPLETION SCHEDULE

SCOPE OF CONSULTANT SERVICES – Basic

1. Planning Consulting Services:

Planning Consulting Services includes any and all tasks that might be performed by staff of a Municipal Planning Department. This includes:

- Function as staff for the City of Red Bluff Community Development Department.
- Reviewing proposals for compliance with applicable Federal, State, and City of Red Bluff standards administered by the Community Development Department. These standards include what is commonly referred to as the Planning, Zoning, and Development Laws, California Environmental Quality Act (CEQA) and other standards, regulations and laws.
- Preparing technical reports relating to development projects.
- Inspecting and monitoring development sites for compliance with applicable Federal, State, and City of Red Bluff standards administered by the Planning Department.

SERVICES TO BE PROVIDED BY THE CITY OF RED BLUFF

City will provide the following services relative to the project:

- If requested, copies of all local development standards.
- Local interpretations of any standards administered by the Department.
- Other services as agreed by the Consultant and the City.

COMPLETION SCHEDULE

Consultant shall complete all work outlined herein as agreed by the City and the Consultant.

The City of Red Bluff is an Equal Opportunity Provider

EXHIBIT "C"

BILLING RATES

The following billing rates reflect our desire to pass on value and cost savings to the City by maintaining the same base rates as agreed to in our prior contract.

We have identified the billing rate for each staff level within Michael Baker that could be or may be involved with a project considered under this proposal. We have also included information on approximate direct costs for specific items common to the types of project contemplated under this proposal. We are also able to extend value through direct efficiencies, such as the ability to do in-house graphics and production, meeting facilitation, and other services important to environmental review.

* Staff Level Base Billing Rates:	
Project Manager/Senior Associate	\$125
Senior Planner	\$110
Associate/Environmental Planners	\$90
GIS/Graphics	\$85
Production Assistance – Administrative	\$70

**Billing rates shown are base rates and may be adjusted for specific projects as agreed upon between City and Michael Baker*

Additional costs may be associated with the following items:

Additional Costs	Rate
Mileage	\$0.55/mile
Copies	B&W: \$0.10/page
Direct expenses	Actual Cost + 10%

CITY OF RED BLUFF – PROFESSIONAL SERVICES AGREEMENT

On – Call Consultant

EXHIBIT “D”

SPECIAL PROVISIONS

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | |
|---|---|
| 1. General Liability:

(Including operations, products and completed operations, as | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Employer’s Liability: | \$1,000,000 per accident for bodily injury or disease. |
| 4. Errors and Omissions Liability: | \$1,000,000 per claim. |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The City of Red Bluff is an Equal Opportunity Provider