

REQUEST FOR PROPOSALS

**FOR
A CONSTRUCTION MANAGER
RELATED TO THE CONSTRUCTION PROJECT**

**NEWCASTLE FIRE PROTECTION DISTRICT
STATION 41**

(FINAL 2/16/18)

RELEASE OF RFP:

February 21, 2018

SUBMITTALS DUE

March 8, 2018

FOUR COPIES (One copy shall be unbound)

(11:00 AM)

ADDRESS FOR SUBMITTALS:

Newcastle Fire Protection District c/o
Lichau & Associates Architects
100 El Dorado Street Auburn, CA 95603
Phone: 530-885-7178

CONTRACT BEGIN DATE (tentative):

March 28, 2018

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1. **BACKGROUND**

The Newcastle Fire Protection District (“District”) proposes to (See #3 for project Description) construct a 6950 square-foot Firehouse in Newcastle.

2. **SCOPE OF SERVICES**

The intent of the District is to retain a duly licensed, qualified construction manager (“Proposer”) who will assist the District in managing the construction of the Project. The Fire District estimates 10 - 20 hours per week for the duration of the project. Construction completion is expected in 6-8 months. The successful candidate will also be responsible for certain preliminary work as described below. The District will retain a qualified general contractor under separate contract.

3. **CONSTRUCTION DESCRIPTION**

The Project involves: Construction of a single story 6950 square foot metal building with two truck bays, office, bedrooms, kitchen and ancillary facilities. This is to be constructed on a construction-ready site. See Exhibit “A” for site plan.

The location site is adjacent to the freeway (I-80) off ramp into Newcastle on the Newcastle side, in the triangular lot between The Old State Highway and the off ramp into Newcastle. The address is 9350 Old State Highway.

4. **EXAMINATION OF SITE**

- A. Examination of the construction site is the obligation of each Proposer. The site has been cleared, cleaned, filled, and compacted.
- B. The District does not represent the site area to be controlled or safe in any respect. The District disclaims any liability for injury or loss sustained by any individual or company while on District properties.

5. **PROPOSER RESPONSIBILITIES**

Proposer represents to District that it has the necessary license for a construction manager as provided for in Government Code section 4525, et seq. that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects.

District expects Proposer to be responsible for the following:

A. **Primary Responsibilities**

- Code and Regulatory Assessments and Compliance

- Approve Monthly Contractor Invoices
- Cost Control and Change Order Log
- Monitor Construction Schedule Provided by General Contractor
- Construction Supervision and Construction Closeout

B. Secondary Responsibilities

- Coordination of Partnering Meetings with the District (an initial partnering session and updates at normal Construction meetings).
- Coordination with District staff and general contractor to ensure District's move into the Project at substantial completion.

6. RESPONSE TO THIS REQUEST FOR PROPOSAL

At a minimum, the following information shall be submitted in response to this RFP in the form of three (3) bound copies and one (1) unbound copy:

- C. A Cover Letter not to exceed two pages. **{Required Submittal}**
- D. A Table of Proposal Contents. **{Required Submittal}**
- E. Relevant information and general business experience of Proposer including, but not limited to: **{Required Submittal}**
- Company information.
 - Name of Agency/Company (including any "Doing Business As" names).
 - Headquarters/Parent Company locations.
 - History of Firm.
 - Internet website address (if any).
 - Details of Entity Business Structure (Corporation, Partnership, LLC).
 - Date founded.
 - Organization Chart of the Proposer.
 - Office locations with addresses, office telephone numbers and local address and telephone number, cell telephone numbers, fax numbers and e-mail addresses.
 - List of any and all outstanding litigation in the last five years that would threaten the viability of the firm or performance of any contract resulting from this RFP.
- F. A Statement of Qualifications and Experience. **{Required Submittal}**
- Proposer firm's prior experience working for other public agencies, and in particular fire districts.
 - Proposer firm's prior experience in Projects of this nature.

- Three references for the project manager. The references should include (name, company, position title, address, current telephone number and relationship). The references should be taken from three separate projects if possible and directly reflect experience in those projects.
- G. A description of the current workload and commitment to complete the scope of services in accordance with the proposed project schedule. **{Required Submittal}**
- H. The cost of Proposer Fee.
- I. A Summary Checklist of Required Submissions is included in **Exhibit C**. District's Evaluation Panel shall use this checklist to evaluate responsiveness of each proposal. If a specific element of the checklist is not included in a proposal, Proposer should address why that element is not being submitted.
- J. A Certification of Proposal to be completed by an authorized representative of Proposer as contained in **Exhibit B**. **{Required Submittal}**

7. **SELECTION PROCESS**

The proposals will be evaluated and scored by an Evaluation Panel consisting of individuals selected by the District pursuant to a competitive selection process. A Proposer may be requested by the Evaluation Panel to clarify the contents of its proposal.

K. **Proposals will be evaluated using the following:**

Qualifications and Experience of the Proposer

Elements considered important for this evaluation criterion include experience of the Proposer, the strength of the Proposer's references, the experience of the Proposer in managing the construction of public projects, and the experience of the proposer in managing the construction of fire stations.

L. **Interviews**

At the District's discretion, to further assist in evaluation, any or all of the responding firms may be requested to participate in an oral interview. The presentations will be used as another opportunity to clarify any issues within a given proposal and the approaches that may be used to satisfy all requirements of District.

8. PUBLIC RECORDS ACT

Responses to this RFP will become the exclusive property of the District and subject to the California Public Records Act, Government Code section 6250, et seq. Those elements in each response which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers that indiscriminately identify all or most of their submittal as exempt from disclosure without justification may be deemed non-responsive.

In the event District is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential," "proprietary," or "trade secret," Proposer agrees, upon submission of its proposal for the District's consideration, to defend and indemnify District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

9. SUBMISSION

Proposals must be completed in accordance with the terms of this RFP and received at Lichau & Associates Architects, Inc, 100 El Dorado St. Auburn, CA 95603 District on or before 11:00 am, on the 1st day of March, 2018.

A completed submittal will consist of four (4) copies (one shall be unbound) of the completed proposal correctly addressed, postage or delivery charges prepaid by the firm, to be addressed as follows:

Newcastle Fire Protection District
c/o Lichau & Associates Architects, Inc
100 El Dorado Street
Auburn, CA 95603

All proposals submitted in response to this RFP shall become the property of the District.

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions set forth in this RFP, and the Agency Approved Construction Documents, unless otherwise expressly stated in the proposal.

10. INFORMATION

For information regarding this RFP, contact Ron Lichau at Lichau & Associates, Inc , Auburn Phone 530-885-7178 (ron@lichau.com)

11. DISTRICT RIGHTS

District may investigate the qualifications of any individual or firm under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. The District also reserves certain rights, including, but not limited to, the following:

- M. Reject any or all of the proposals.
- N. Issue subsequent Requests for Proposals.
- O. Cancel the entire Request for Proposals.
- P. Remedy technical errors in the Request for Proposals process.
- Q. Appoint evaluation committees to review qualifications or proposals.
- R. Seek the assistance of outside technical experts in qualification or proposal evaluation.
- S. Approve or disapprove the use of particular subcontractors.
- T. Establish a short list of firms eligible for discussions after review of the RFP.
- U. Negotiate with any, all, or none of the firms.
- V. Terminate negotiations at any time.
- W. Solicit best and final offers from all or some of the firms.
- X. Award a contract to one or more firms.
- Y. Waive informalities and irregularities in the RFP.
- Z. Award without discussion.

12. RFP PREPARATION AND PARTICIPATION COSTS

This RFP shall not, in any manner, be construed to be an obligation on the District to enter into a contract or result in any claim for reimbursement of cost for any efforts expended in responding to the RFP, participation in interviews or in anticipation of any contract.

13. PROPOSALS VALID

All pricing quoted within proposals shall be valid for a period not less than ninety (90) days from the date proposals are received.

14. STANDARD CONTRACT

The District's *Standard Professional Services Contract* (Starting on page 12) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract. By submitting a Proposal in response to this RFP, the Proposer agrees to the terms of the District's *Standard Professional Services Contract*.

Exhibit A

15. SCOPE OF WORK

The Fire District will be responsible for obtaining all necessary permits from Placer County, PG&E, South Placer Municipal Utility District, and Placer County Water Agency. The construction manager will be responsible for all items listed in article "5". Plans, reports, and permits are located on the Fire District website. ([Newcastlefire.org/Board Info/New Station](http://Newcastlefire.org/BoardInfo/NewStation)) Phase I of the project is currently in progress – importing of approximately 13,000 cubic yards of material to complete the building pad. Gabe Mendez Inc. is the general contractor, Youngdahl Consulting is providing all testing and oversight. The building pad will be certified in phase I.

Phase II is the construction of the fire station and landscaping. The construction manager will also be responsible to schedule Cal Trans inspections as required by the Cal Trans encroachment permit.

In addition, the project manager will assist with advertising and reviewing bids for the building project. The Fire District has appointed two members of the board to the building committee. The construction manager will provide monthly updates to the building committee and may be required to present a progress report at a monthly board meeting usually scheduled on the third Wednesday of every month at 6 pm.

Exhibit B

16. CERTIFICATION OF PROPOSAL

- AA. The undersigned hereby submits its proposal and, unless otherwise stated, agrees to furnish services to the Newcastle Fire Protection District in accordance with this RFP and the attachments thereto.
- BB. The Proposer has carefully reviewed its proposal and understands that the District will not be responsible for any errors or omissions on the part of the Proposer.
- CC. It is understood that the District reserves the right to accept or reject any or all proposals and to waive any informality in any proposal received.
- DD. This proposal shall be considered an irrevocable offer and shall be valid for ninety (90) days from the date proposals are required to be submitted.

Dated: _____

Name of Firm: _____

By: _____

Authorized Signature

Title: _____

Address: _____

Telephone: (____) _____

Fax: (____) _____

Federal Tax I.D. No. _____

Social Security No.: _____

Exhibit C

17. **SUMMARY CHECKLIST OF REQUIRED SUBMISSIONS**

1. Four (4) copies (one unbound copy) of the Total Proposal Package.
2. Certification of Proposal.
3. Cover Letter.
4. Table of Contents.
5. Proposer Background
6. Statement of Qualifications.
7. Three references.
8. Current Workload.
9. Proposed Fees.

Exhibit D

STANDARD PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made on March __, 2018, by and between the NEWCASTLE FIRE PROTECTION DISTRICT ("District"), and _____ ("Consultant").

WITNESSETH:

WHEREAS, the District desires to obtain architectural services for the Newcastle Fire Department Building Project; and

WHEREAS, the Consultant has presented a proposal for such services to the District, on [DATE] and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"** ("Scope of Work"). This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the District. The Consultant shall have no power or authority by this Contract to bind the District in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the District, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "B."**

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The District Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of one year in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid as set forth in the Schedule of Fees which is attached hereto as **Exhibit "C."** In no event shall total compensation exceed _____ DOLLARS (\$ _____), without District's prior written approval.

B. Said amount shall be paid upon submittal of an billing within 30 days of the completion of the specified task. Consultant shall furnish District with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the billings in which corresponding payment is requested . If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the District's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the District, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The District may temporarily suspend this Contract, at no additional cost to District, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If District gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Contract by Consultant, and the District may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the District from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the District shall be

entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the District in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF DISTRICT:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the District, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the District shall be entitled to, and the Consultant shall deliver to the District, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the District which is in the Consultant's possession.

B. The reuse of any of the materials or documents described in Paragraph 7.A by the District on any other project without the written permission of the Consultant, shall be at the District's sole risk and the District agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the District or by others acting through the District. The Consultant is not responsible and liability is waived by the District as against the Consultant for use by the District or any other person of any data, reports, plans or drawings not signed by the Consultant.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be District's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist District in providing the same.

B. Consultant warrants to the District that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the District, is no longer employed by Consultant, or is replaced with the written approval of the District, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the District for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the District may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Consultant shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the District which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the District under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the District.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District Chief determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Contract, District determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as

directed by the District.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall protect, hold free and harmless, defend and indemnify the Agency, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees or anyone else employed by the Consultant in the performance of professional design services under this agreement, the extent of the Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall protect, hold free and harmless, defend and indemnify the Agency, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Consultant in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its agents, employees, representatives, or subcontractors agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the Agency.

Consultant Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve the Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the District, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence and **[\$2,000,000]** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the District, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the District shall be primary as respects the District, its officers, officials, employees and any insurance or self insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **[\$1,000,000]** per claim.

C. In addition to any other remedy the District may have, if Consultant fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the District.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the District.

F. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

District: Newcastle Fire Protection District
P O Box 262
Newcastle, CA 95658
ATTN: Fire Chief

Consultant: Lichau & Associates Architects, Inc.
100 El Dorado Street
Auburn, CA 95603
ATTN: Ron Lichau

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

NEWCASTLE FIRE PROTECTION DISTRICT

By: _____
Fire Chief

ATTEST:

By: _____
District Clerk

APPROVED AS TO FORM:

By: _____
Legal Counsel

CONSULTANT

By: _____
Title: _____

EXHIBIT A

Scope of Work

EXHIBIT B

Schedule of Performance

EXHIBIT C
Schedule of Fees

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
[Title] _____