

CITY OF WILLOWS
ENGINEERING/PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSAL



**WILLOWS MOBILITY, RECREATION AND
BEAUTIFICATION PROJECT**

PROPOSAL DUE JULY 18, 2024

**CITY OF WILLOWS
REQUEST FOR PROPOSAL
WILLOWS MOBILITY, RECREATION AND BEAUTIFICATION PROJECT**

INTRODUCTION

The City of Willows (City) is requesting proposals from qualified consulting firms for design services in connection with the Willows Mobility, Recreation, and Beautification Project (Project). All proposals must be received by the City **no later than 4:00 pm on July 18th, 2024**. Late proposals will not be considered. A PDF of the original signed proposal is to be submitted via email with the name of the Project clearly indicated on the subject line of the email used to transmit the proposal.

Proposals must be responsive to the City’s request. The City shall determine the most responsive and qualified consultant providing the best service.

The request for proposals does not obligate the City to award a contract or complete the project and the City reserves the right to cancel the solicitation if deemed in its best interest. There is no expressed or implied obligation of the City to reimburse respondents for any expenses incurred in preparing proposals in response to this Request for Proposals (RFP), including any expenses incurred due to participation in this RFP process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that Consultant is ultimately selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between the City and the Consultant selected.

The City wishes to negotiate a time and materials contract with a “not to exceed” dollar total based on a clearly defined scope of work.

BACKGROUND

On February 14, 2023, the State Department of Transportation authorized \$100 million of Clean California Local Grant Program Cycle 2 (CCLGP) funds to beautify and improve parks, pathways, and other lands benefiting local, underserved communities. The City of Willows applied for and was awarded \$4,038,000 of CCLGP funds to upgrade Sycamore Park’s recreational amenities and to increase safe and equitable access to the park. The project is supplemented by a \$200,000 contribution from the County of Glenn and \$177,952 of Proposition 68 grant monies allocated to the City for the purposes of rehabilitating the park’s community pool complex.

The proposed improvements include:

- Adding new curb ramps and over 2,000 linear feet of sidewalk along the perimeter of the park.

- Reconstruct over 2,100 linear feet of pathways inside the park with new mixed use concrete pathways.
- Install new trash receptacles and drinking fountains in the park
- Install new solar facilities needed to illuminate park interior pathways, the tennis court area, and to provide power to the pool heater. The solar facilities will be installed on both the existing pool changing room/bathroom building, as well as on top of a shade structure proposed at the pool area.
- Resurfacing of the existing tennis courts and two of the existing four courts will be repurposed into six (6) pickleball courts.

In addition to the proposed improvements mentioned above, the project will include restoration of the existing Sycamore Park’s community pool complex. The pool complex is located at the southeast corner of the park and is comprised of the main pool, tot pool, and a building containing showers, restrooms, and changing areas. The pool area also contains a chemical storage building and separate mechanical room which is located beneath the pool deck, under the diving board.

The existing pool complex is old and needs upgrading to meet current health and ADA codes. The facilities have not been in use since COVID. The City had an assessment done by Total Aquatic Management which recommended a number of improvements. A copy of the assessment report is included in Exhibit “B” of this RFP. Additionally, the City would like to add a shade cover structure over an existing concrete pad. The desired improvements to the pool complex are listed in detail under the “Objective” section of this RFP.

The purpose of this RFP is to retain a consultant team to assist in preparation of the necessary plans, technical specifications and estimates (bid documents) to publicly bid the project for construction in accordance with the City’s Municipal Code and the Public Contract Code.

At a minimum, the work required under this RFP shall include the work as described in Exhibit “A”, Scope of Services. The successful Consultant shall assemble and review all available information pertaining to the project, prepare conceptual designs and preliminary construction cost estimates, develop plans, specifications, and cost estimates (PS&E) for the proposed improvements at Sycamore Park, prepare design memoranda, prepare a bid package and assist the City during the bidding period. As a future second phase of work, the City anticipates negotiating and issuing an amendment from the successful Consultant for engineering support services during construction. It is anticipated that the City will ultimately provide construction management and inspection services during construction.

OBJECTIVE

The primary objectives of the project include the following:

1. Install approximately 2,000 linear feet of new sidewalk and two curb ramps along the perimeter of the park and reconstruct interior pathways with approximately 2,100 linear feet of new, 8-foot-wide mixed use concrete pathways with solar-powered safety lighting.

2. Refurbish existing tennis court surface and repurpose court area into a shared-use facility for both tennis and pickleball users by reducing the number of tennis courts from 4 courts to 2 courts and converting two of the existing tennis courts to 6 new pickleball courts. The new shared-use facility will require court dividers (between the pickleball courts and the tennis courts) and a new access gate for the pickleball court area to eliminate conflicts between tennis and pickleball users entering and exiting the facility.
3. Provide permanent trash receptacles and install drinking fountains throughout the park. The selected consultant shall assume a total of six (6) trash receptacles and six (6) drinking fountains will be installed in the park.
4. Install new solar facilities to act as covering for the pool's restrooms, changing areas, and new shade structure which will be constructed on top of the existing concrete slab on the south side of the pool. Solar facilities shall be configured to illuminate interior pathway lighting (if solar-powered pathway lighting is not feasible due to overhead tree canopy) and running lights for the tennis/pickleball area, and to supply power to the pool heater.
5. Restore and upgrade the community pool complex by providing the following improvements:
 - Removal of the fiberglass coating in both the main pool and the Tot pool and replaster both.
 - Lane lines for the pool.
 - Replacement of depth markers
 - Replacement of the concrete decking around the pools
 - Renovation of the mechanical room equipment
 - Replacement of the disinfection system
 - Replacement of the filter media
 - Replacement of the fencing around the pools
 - Replace starting blocks
 - Install a new shade structure on the existing concrete pad located next to the main pool area.
 - Install a portable/mobile lifeguard stand
 - Installation of an ADA pool lift
 - Consideration of replacement of the diving board stand
 - Replacement of electrical panels
 - Other appurtenances as mentioned in the Total Aquatic Management report

Improvements proposed at the community pool complex are based on recommendations from the pool assessment done by Total Aquatic Management (See Exhibit "B"). Please note at the end of the assessment report, there is also information that was provided by AquaSource Commercial Pool systems containing a list of items identified by the supplier to be replaced/installed. The Consultant can certainly consider this list; however, the City will be

looking to the expertise of the Consultant for recommendations of specific equipment needed for the required mechanical upgrades.

The City anticipates the total construction cost to improve the community pool complex is approximately \$775,000. The consultant shall anticipate that there will be no additional funding available for the pool complex beyond the initial construction cost estimate of \$775,000. Given the importance of delivering these improvements to the community, the City would welcome consultants to suggest bid alternates and/or value engineering options to ensure all of the project’s objectives can be achieved with the project.

PROJECT SCHEDULE

Below is the desired schedule for this project.

RFP Issued:	June 20, 2024
Proposal Due:	July 18, 2024
Contract awarded:	July 23, 2024
Bid Documents Finalized:	February 2025
Project Bid:	March 2025
Construction Start:	June 2025
Startup / Commissioning:	December 2025

SCOPE OF SERVICES

The scope of the preparation of construction documents to be provided shall include tasks described in the attached Exhibit “A”, Scope of Services, as well as other elements or modifications which may be suggested by consultants presenting proposals to better meet the needs of the City. All services shall be provided in accordance with the City’s standard Professional Services Agreement and general provisions attached as Exhibit “C” to this request for proposal.

INSURANCE REQUIREMENTS

The insurance requirements are set forth in the City’s Professional Services Agreement and general provisions as attached on Exhibit “C”.

PROPOSAL REQUIREMENTS

Written proposals must include responses to the following:

- A. Project approach and schedule.**

Describe the proposed approach and procedures to be used in completing the tasks described in the Scope of Services capable of meeting the City's expectations for the products. Include a proposed schedule showing completion of the various tasks or milestones.

The final agreement with the consultant will include a schedule for completion of the major milestones based upon selected consultant's schedule. The City's review periods will not be counted against the time of completion for the various tasks or milestones.

B. Project team.

Describe the qualifications and experience of the firm and the proposed staff to be assigned to this project. Describe the qualifications and experience of any proposed sub-consultants and identify the tasks or sub-tasks to be assigned to them. Firms, sub-consultants and proposed staff must demonstrate experience with similar projects. Firms shall include a list of similar projects that each of the project team members has worked on. Staff proposed to be in charge of the design must demonstrate significant experience with the design of similar improvements. Describe the proposed team organization, current and previous work assignments, and man-hours budgeted for each team member.

C. Fee proposal.

In a separate file submitted with the proposal, Consultant shall include a fee proposal based on an hourly rate schedule with a "not to exceed" maximum cost for all work identified in the Scope of Services. Include a copy of your firm's current itemized hourly rate fee schedule. Indicate if travel time and mileage will be charged. Include any sub-consultant cost. Provide a breakdown of the proposed fee by task in accordance with the tasks defined in the Consultants Proposed Scope of Services. Separate out any costs associated with the proposed services to that described in the Scope of Services. Additionally, provide budgets for any mileage, reproduction, photos, etc., which are not associated with strict hourly rates.

The final agreement will include a payment schedule including the following provisions:

1. Payments will be made monthly in accordance with the consultant's attached fee schedule. To ensure that the requested payment reflects progress on the project, the Consultant shall submit a monthly project status update with each invoice describing the work that was completed as shown on their invoice. The total payment for completion of all the tasks included in the agreement shall not exceed the agreed upon "not to exceed" amount, unless additional work has been authorized in writing by the City.

2. The total amount paid during the course of the work shall not exceed total task “not to exceed” amounts as shown in the Consultant’s fee proposal.

D. References

Provide a list of at least three client references that have received services from your firm on similar projects. Include client references for any proposed sub-consultants. Provide names of contact person, addresses and telephone numbers for all references listed in the proposal.

E. Exceptions

Identify any exceptions you are proposing with respect to the City’s contract provisions.

PROPOSAL SUBMISSION DEADLINES.

One digital copy (PDF) of both the proposal and fee estimate must be submitted to the City of Willows’s Engineering Department via email by **4 p.m. on Thursday, July 18th, 2024.**

SUBMIT PROPOSALS TO:

Ian Bronswick
Deputy City Engineer
201 N. Lassen Street
Willows, California 95988
Telephone: (707) 495-5201
Email: bronswick@coastlandcivil.com

Please make sure to get a delivery receipt with your submittal. Any questions regarding this request for proposal may be directed to the Deputy City Engineer at the City of Willows.

RIGHT OF REFUSAL.

The City reserves the right to reject any and all proposals without qualifications. Proposals will be considered only in their entirety. The City reserves the right to negotiate the specific requirements and costs using the selective proposals as a basis.

SELECTION PROCEDURES

Written proposals submitted by the deadline will be evaluated based upon qualifications and experience (50%), ability to perform within the allotted time (25%) and understanding of the project factors and demonstration of the overall project (25%). Although the City does not

anticipate conducting interviews, the City reserves the right to conduct interviews with the top-rated firms.

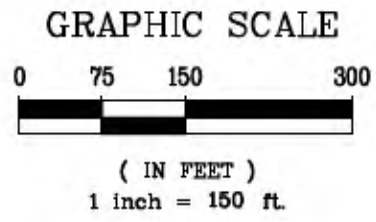
WILLOWS MOBILITY, RECREATION AND BEAUTIFICATION PROJECT

General Map



LEGEND

- NEW 5' AC SIDEWALK
- NEW 5' SIDEWALK
- REPLACE EX AC MULTI-USE PATH WITH 8' WIDE CONC. PATH



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1400 Neotomas Avenue Santa Rosa, CA 95405
707.571.8005 | coastlandcivil.com

CITY OF WILLOWS
SYCAMORE PARK/POOL
ACCESSIBILITY IMPROVEMENTS

Images: \rvt\cfe-engineers STAMPS ONLY.dwg CCE-ENGINEERS NAMES ONLY.dwg
 Path: F:\Civ\3D Projects\724881 Sycamore Park\img\724881 SP.dwg Layout Name: PARK EXHIBIT Plot Date: Dec 14, 2023 at 04:22 pm
 ORIGINAL PLOT DATE:



**EXHIBIT “A”
SCOPE OF SERVICES**

**CITY OF WILLOWS
MOBILITY, RECREATION AND BEAUTIFICATION
PROJECT**

Based on the above information, the consultant’s scope of work should include, but not be limited to the following tasks:

A. PHASE 1 SERVICES

Task 1 – Background Information

Assemble and review all available information pertaining to the project including plans, surveys, drawings, maps, improvements drawings and utility information.

Task 2 – Coordinate with City and Meetings

Coordinate with City during the entire project on at least a monthly basis over the course of the project to answer questions, get clarification, discuss alternatives, design criteria and provide a general update of the status of the project. The City is open to conducting video meetings unless a site visit is needed. The Consultant is requested to include attendance at one City Council meeting in their scope of work. Although this may not be needed, a budget for attendance is requested.

One meeting will be held to review Consultant’s conceptual design and preliminary cost estimate prior to the start of 50% design. Additionally, improvements associated with this project will need to be submitted through the City’s Building Department at the 50%, 80%, and 100% design stage and the Glenn County Department of Environmental Health at the 80% and 100% design stage. At the 100% design stage, the City intends to apply for permits from the City’s Building Department and the Glenn County Department of Environmental Health (the City will be issuing itself a building permit for this project). Consultant shall identify this as a task in their scope of work, as well as responding to any plan check comments.

Task 3 – Utility Coordination

Coordinate with all utility companies with utilities within the project area. This shall include, but not be limited to water, sewer, storm drain, PG&E (gas and electric) and Pacific Bell (telephone). Disposition of all overhead and/or underground facilities shall be shown on the construction documents.

Identify all utilities requiring relocation or modification in conjunction with the construction of the project and prepare utility relocation notices. Coordinate the design of required utility changes with the applicable owners and review utility relocation plans. In addition, if applicable, request utility relocation construction schedules from the applicable owners.

Task 4 – Site Inspections

The Consultant shall conduct field investigations and photographs of the existing site conditions. During the site inspection, the Consultant should document unusual or special conditions that could potentially affect the design or construction of the proposed improvements. Inspections should include photo documentation of all existing conditions, take necessary measurements and get a feel for the improvements that will be needed for the overall project.

Task 5 – Surveying

Conduct the necessary topographic surveys to provide sufficient detail for the development of the construction documents at a scale of 1-inch = 20-feet with one-foot contour intervals. The survey information shall include existing improvements, detailed elevations and surface features. With the project it is not anticipated that there will be any additional land acquisitions needed for construction of improvements.

Task 6 – Environmental Document

Prepare an initial study for the project based on anticipated improvements planned for Sycamore Park. The City desires this document to be able to be used for all phases of the project. Based on findings from the initial study, prepare the appropriate document following CEQA guidelines. The City anticipates the ultimate document will meet the criteria of a categorical exemption. If the initial study reveals the project may be subject to other CEQA provisions, the consultant shall let the City know as soon as possible. The consultant shall work with the City's Planning Department to process the environmental document through certification.

Task 7 – Conceptual Design

Prior to the start of 50% design, the consultant will use available background and utility information gathered under the previous tasks, including all available plans, surveys, drawings, maps, improvements drawings, utility information, and field observations to develop a conceptual design and preliminary construction cost estimate for the project. The consultant shall provide a layout of the new tennis/pickleball court area and show proposed locations for the new solar facilities, safety lighting (for pathways and running lights for tennis/pickleball area), and related mechanical and electrical improvements at the community pool complex. The consultant shall evaluate daytime light levels in the park and identify areas where standalone, solar-powered pathway lighting may be obstructed by overhead tree canopies, and if needed, provide recommendations to supply power to illuminate these fixtures during the night. The consultant shall also identify the locations of new trash receptacles and drinking fountains and identify points of connection with existing potable water supply.

The consultant will conduct a meeting with City staff to review the conceptual design and preliminary cost estimate for the project. During this meeting, the consultant will discuss opportunities for value engineering services or bid alternates that could reduce the overall project cost but still achieve all primary objectives identified for the project. The City will review the proposed conceptual design, cost information, and opportunities for value engineering and/or bid alternates proposed by the consultant and provide written direction to proceed with the 50% design.

Task 8 – Design and Improvement Plans

Perform all work necessary to complete the design of the project. Design shall include, but not be limited to all work needed for design of new curb ramps, sidewalks, mixed-use concrete pathways, solar and lighting facilities, upgrades to tennis/pickleball courts, restoration/reconstruction of pool's concrete decking, new life guard stand and ADA pool lift, drinking fountains, trash receptacles, disinfection and filtration systems, mechanical upgrades, plumbing and electrical improvements, and related pool components including a new shade structure, starting blocks, diving board, markings, signage, and perimeter fencing. Note that all improvements must meet current ADA regulations.

50% Plan Submittal – the consultant shall provide the City with a PDF copy of 50% plans. At the 50% stage, the plans should include sheet layouts, plan view of all facilities, preliminary layout of all civil, mechanical, piping and utility upgrades, preliminary design of all disinfection and filtration systems, schematic plan of the bid alternates/value engineering options and a preliminary opinion of costs (as needed). The 50% plans shall be reviewed by both the City's Engineering and Building Departments. The intent of the Building Department review at this stage is to identify and code and/or ADA issues that may need to be addressed as the design proceeds.

80% Plan Submittal - complete plan sheets of the site improvements, all building elements (roof mounted solar on the restrooms/changing area and design of the shade structure included), modifications to the tennis/pickleball court area (court layout with dividers and new access gate shown), any structural details, all deck repair, resurfacing, markings, starting blocks, diving board, mechanical and electrical upgrades, drinking fountains, trash receptacles, curb ramps, sidewalks, mixed-use concrete pathways, solar lighting, and other site facilities needed. Also, a draft of all technical specifications (see Task 10 below) and an estimate of cost (see Task 12 below) shall be included. Note that the plan information will also need to be submitted to both the City's Building Department and the County Department of Environmental Health for review and comment.

100% Plan Submittal – make any necessary revisions to the plans as provided through comments from the City and the County Department of Environmental Health and submit complete plans, technical specifications and an estimate of cost of the improvements. Note that this set of plans will also be submitted to both the City's Building Department and the County's Department of Environmental Health for obtaining the necessary permits needed to allow construction. Depending on the completeness of the information, further comments from either agency may be needed in order to issue the final permit to allow construction to begin after the

project is publicly bid. The final plans shall be stamped and signed by the consultant. Both PDF and AutoCAD versions of the plans shall be submitted to the City.

Task 9 - Specifications and Bid Documents

The “front end” General Provisions and the Bid Documents shall be provided by the City to the consultant for inclusion within the overall bid package. The consultant shall prepare the Contractor’s Bid Proposal. The consultant shall be responsible to compare any provisions the consultant is including in the technical specifications with the City’s front end bid documents to ensure that there is no redundancies or conflicts. If conflicts are found, they shall be identified and discussed with the City.

Bid documents shall be prepared in the City’s format (MSWord). Submit preliminary special provisions and bid documents to the City for review when the plans are 80% complete. Modify the special provisions and bid documents in response to comments and recommendations provided by the City and prepare final special provisions, notice to contractors and bid documents for inclusion with the 100% submittal of the plans.

Task 11 – Final Plans, Specifications and Bid Documents

Furnish the City with one set of final plans, specifications and bid documents that are stamped and signed, and are suitable for the solicitation of bids. Furnish the City with the final AutoCAD and MSWord files once documents are complete.

Task 12 - Engineer’s Construction Cost Estimate

The consultant shall prepare a detailed Engineer’s Estimate of the probable construction costs anticipated, including descriptions, quantities, unit costs and total costs for all items. All items on the Engineer’s Estimate should correlate with the Contractor’s Bid Proposal. A cost estimate shall be prepared during conceptual design and following the completion of the 80% and 100% plans, specifications and contract documents.

Task 13 - Assistance During Bidding

Provide assistance during the bidding of this project. Assist in responding to questions and preparation of addenda, if necessary. The City shall be responsible for advertising this project.

B. PHASE 2 SERVICES

As a future second phase of work, the City anticipates negotiating and issuing an amendment from the successful Consultant for engineering support services during construction, including start up and commissioning of the new solar facilities and pool equipment.

EXHIBIT "B"

TOTAL AQUATIC MANAGEMENT FACILITY REPORT

City of Willows
Community Development Services
City of Willows Swimming Pool
Aquatic Facility Report

May 15, 2022



Prepared by:
James Wheeler, Owner
Total Aquatic Management



May 15, 2022

John Wanger
City of Willows
201 North Lassen Street
Willows, CA 95988

Dear Mr. Wanger,

Thank you for allowing us the opportunity to provide an evaluation of the City of Willows Swimming Pool located at 815 W. Laurel St. I have reviewed correspondence from the Glen County Department of Health, reviewed previous Glen County Health Department reports and did an on-site facility inspection. Our inspection included looking at the entire complex including everything from the front gate and fencing to the building interiors, pool decks and equipment and the mechanical room.

We have provided detailed analysis and cost estimating in all areas of review. Total Aquatic Management also contacted Ron Ybarra of AquaSource Commercial Pool Systems to provide cost estimates directly to the city for mechanical room repairs/renovation.

There is significant work that should be done to the facility to re-open it in the future. Please see the attached report for the suggested areas of the facility needing attention. Depending upon the scope of renovation work, the suggested improvements are estimated at approximately \$500,000-\$800,000, depending on chosen alternatives. These costs are high level estimates that may be used for planning purposes and could cost more or less depending upon whether City Staff or outside vendors are utilized for the improvements.

Sincerely,

James Wheeler
Owner



In late February 2022, James Wheeler of Total Aquatic Management (TAM) was contacted by Mr. John Wanger to request an evaluation of the swimming pool facility located at 815 W. Laurel St in Willows, CA. Once a desired scope of work was developed and agreed upon, TAM set-up a site visit to take place on April 9, 2022.

Wheeler spent six hours on site on April 9, 2022. While at the pool he inspected the customer service and entry areas, office area, changing rooms and restrooms, signs, general pool area, safety and program equipment, deck equipment, pool decks, pool surface, chemical storage, and the mechanical room. The inspection was performed to check compliance with local and state codes.

Previous Glen County reports and communication indicated these main areas of concern:

The pool shell needs to be resurfaced as there were complaints that children were scraping or cutting their feet due to the condition of the fiberglass surface which is old. TAM agrees the pool should be resurfaced and suggests removal of the fiberglass liner and replacement with plaster and tile.

There was concern regarding the condition and age of the high-rate sand filters. The filter vessels appear to be in good condition but should have the backwash valves overhauled. With a visual inspection and media replacement these filters could still meet state requirements for system turnover rates. This is however unknown until the system is operating with an accurate flowmeter in the plumbing system. The main pump plays a critical role in meeting these turnover targets.

The County is requiring variable frequency drives for pool pumps. When coupled with higher efficiency motors these allow for changing pump speed for improved energy savings and better circulation of pool water.

The pool deck needs repairs due to cracking and pitting and missing sealant in some expansion joints. Whereas, a full deck replacement could be considered, this is extremely costly. Alternatives include replacing some of the deck in areas that need repair or grinding and patching. Previous patching of deck cracks is very messy. Careful grinding, pressing in foam "backing rod" and patching using a Quick Crete type product or sealant is a standard fix and can work. This work requires skill and patience to make the patches seamless but can be done and can save a lot of expense.

The chemical system is patch worked together. It looks like there was an automated controller, but it was removed. The estimates from AquaSource include the replacement of the chlorine and acid systems with erosion tablet feeders and a new controller to automate the feeding of chemicals on demand when required. Currently it appears that the system must be manually turned on and off, this is inefficient and must take a lot of worker time, it is also not a good way to maintain consistency in feeding chemicals and therefore having consistent amounts of chemicals in the pool.

Structurally the mechanical room is in good condition, but strongly consider replacing the iron supports that run from the floor to the roof before the room is renovated or operated. The room is also considered a confined space and therefore needs venting, procedures and training put in place for safe and compliant operation of the mechanical systems.

Consideration should be given to replacing all the rusting plumbing before resuming operations. This work is included in the estimates from AquaSource.

The Willows swimming pool is a tremendous community asset. Repair of structural items along with replacement of the pool system and some minor equipment would be much less expensive than constructing a new facility. This facility could be put back in operation and provide the community with a recreational pool for swimming lessons, recreational swim, a swim team, community events and other programs. Initial estimates show that the necessary work could be done for approximately one million dollars. This estimate takes into account inflation during the time for design, any bidding and contingency funds at 10% of estimated project costs.

Exhibit A contains the mechanical room Estimate from AquaSource.

Exhibit B has preliminary cost estimates.

The following pages contain the results of the facility and mechanical room inspections.

Evaluation Categories	Comments	Fiscal Impact
Facility schedule and fees are posted,	Pool has been closed for two years and there is no name on the facility. Entry window has space for hours, programs, and fees above it.	\$1,000





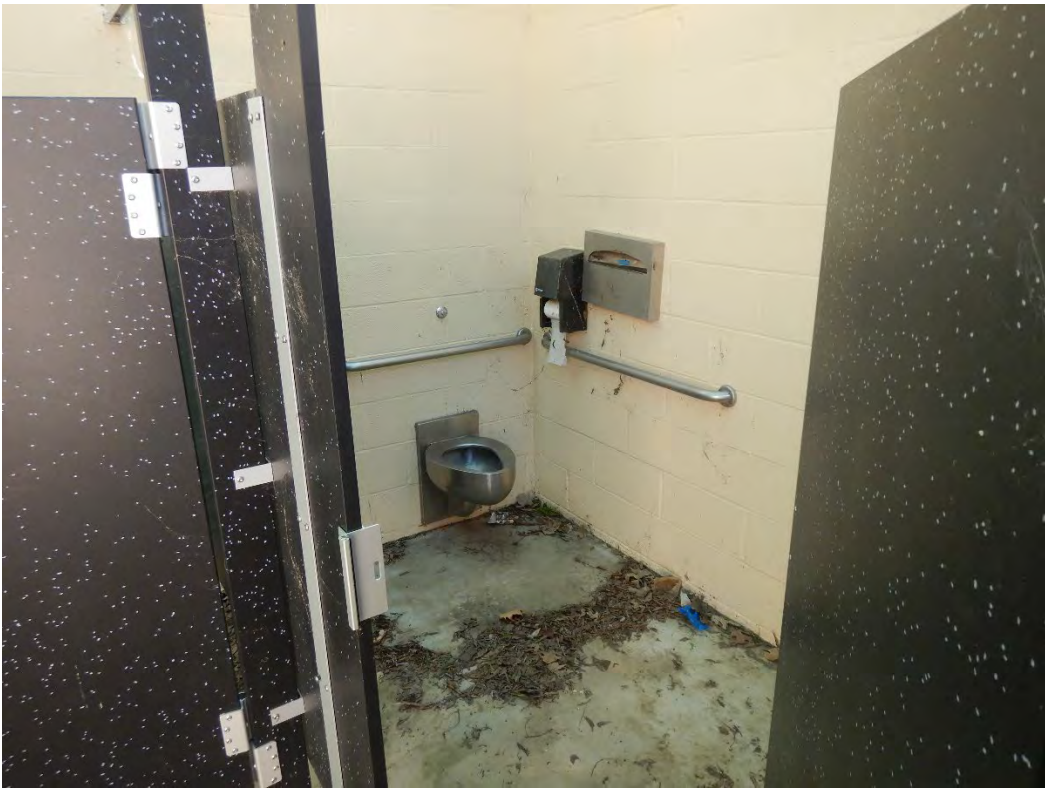
Evaluation Categories	Comments	Fiscal Impact
Lobby and customer service counters are clean.	The pool has been closed so the office is not in "operations" condition. Clean well before opening	\$0



Evaluation Categories	Comments	Fiscal Impact
Restroom toilets and sinks are functional and clean with towels, TP and/or hand dryers	Water was off, all toilets and sinks need to be checked for operability and proper functioning. Leaking urinal and floor pad under the urinal are noted in the 7/7/19 Health Department report. They are stainless and do not need replacing if cleaned. Towel dispensers all need replacing.	\$200







Evaluation Categories	Comments	Fiscal Impact
Floors and walkways are clean, walking surfaces are appropriate.	The concrete floors have a good surface, minimal cracks and the drain covers look to be in good working order. The floors might get a little slippery when wet, but this is normal for finished concrete floors. These would need to be cleaned very well, pressure washed and scrubbed with street broom prior to opening.	\$0







Evaluation Categories	Comments	Fiscal Impact
Shower area is clean, showers are functional and have soap dispensers, ADA shower(s) is/are working	There are five deck showers, this a good number for the facility and considering changing areas are uncovered, and it is a seasonal pool, outdoor showers are appropriate. They all will need spray nozzles reinstalled, covers and/or face rings around push buttons replaced and put back on before opening	\$0-\$30





Evaluation Categories	Comments	Fiscal Impact
Lanes lines are in good condition, stored properly with minimal cracked or broken floats	The pool has racing tile and turn markers, did not see the lane lines, they may be stored. They should be inspected and if in poor condition (cracking, broken floats) should be replaced.	\$500/each \$2,500 total
Evaluation Categories	Comments	Fiscal Impact
Swimming gear is stored properly and in good condition.	Kick Boards are in the office, under the counter, neatly stacked	\$0

Evaluation Categories	Comments	Fiscal Impact
Rescue tubes are in good condition and those not in use are stored well	One rescue tube was observed, tube strap is faded and worn, will need to be replaced. The facility should have at least four, or even more for staff training.	\$70/each, \$280 total



Evaluation Categories	Comments	Fiscal Impact
Back board is on deck, stored appropriately and has functional head stabilizers and proper straps.	The backboard was inspected and is in excellent condition and ready for use.	\$0



Evaluation Categories	Comments	Fiscal Impact
Crash bag or other portable medical kit is located in a good location and has equipment "bundled" in it.	Did not see a "Crash" or "Go Bag", these generally have BVM, AED, gauze and blood control supplies, pulse oximeter, emergency blanket and are used to take to the patient in any area of the facility in an emergency.	\$400 without AED
OSHA 10-person first aid kit	The first aid supplies on site exceed the OSHA ten-person kit standard, consider cleaning or buying a new first aid box or cabinet. Location is good in the office	\$0 to \$75



Evaluation Categories	Comments	Fiscal Impact
Facility has a working AED per State code	Each aquatic facility in California now is required to have an AED	\$1,500
Correct number of reaching hooks are available and ready for use.	Code requires a pool of this size to have two reaching hooks. They could be in storage	\$200 ea. \$400
Correct number of ring buoys are available and ready for use.	Code requires the pool to have two ring buoys with line that can span th pool width. They could be in storage	\$102 ea. \$204
Inspection of Lifeguard Fanny Packs for proper PPE	Every Lifeguard should have a fanny pack and it should contain gloves and a pocket mask at a minimum	6 @ \$10 \$60
Diving boards are well maintained, stands/bases, fulcrums, steps, mounting bolts, handrails and board surface are in good condition	The diving board is 16 feet long made of aluminum and has been "self-resurfaced" this is not good practice, especially if there is an accident. It should have the manufacturers surface. It is a "one meter" (39" off the pool surface of the pool) board. Further research should be done to evaluate if it is still allowed in 9 feet of water. If it ok to stay it should be replaced. The deepest portion of the pool is 9 feet however the bottom should be "profiled" to ensure the depth from the end of the board that is over to water is an adequate depth. The handrails are solid, pipe diameter should be checked against current code for handrails. There should be another bar installed if you continue to use this. It should be a continuation of the bottom rail that comes back from the water and connect to the entry end, parallel to the top bar. The rubber fulcrum pad needs to be centered under whatever board may be installed. It could be determined the water depth and potential for injury using this board outweighs having a diving board at the facility.	Cost is based on type of board and stand. It would have to be determined the pool is safe for a one-meter diving board by performing a bottom profile. Up to \$20,000





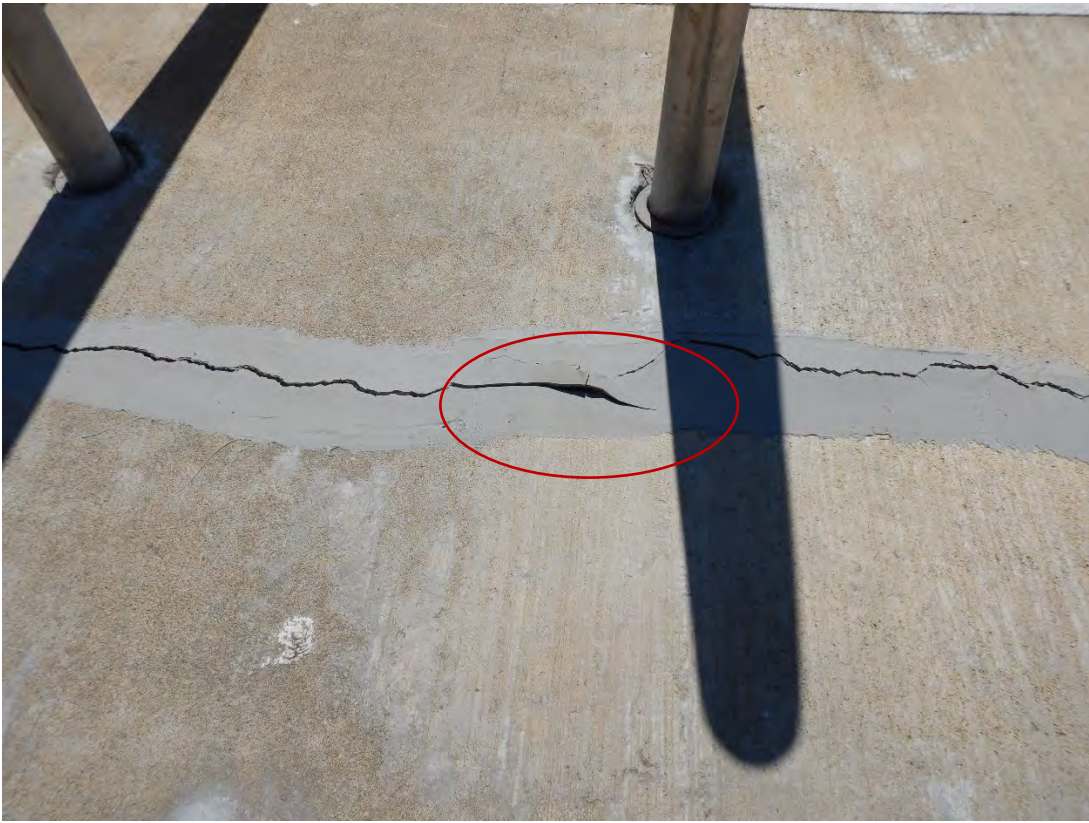


Evaluation Categories	Comments	Fiscal Impact
Drinking Fountains are clean and functional	Drinking fountain is not ADA accessible both from lack of a pathway that meets accessibility standards and from a design point of view, this should be relocated to the pool deck area, and replaced with a modern model	\$2,000



Evaluation Categories	Comments	Fiscal Impact
Decks are clean and free of cracks, chips and standing water.	<p>Decks are in pretty good condition, although they have some long cracks. Some portions have been ground to level ledges between slabs. These are very typical issues. Filling cracks and chips or pits needs careful attention to not trying to fill a crack or pit that does not have enough depth to hold the patch material (sample picture shows a patch that is failing at edges), Sometimes sealant (Deck-O-Seal, Quick Crete or grout) can be put in long cracks and will hold. Otherwise, grinding them out before patching is recommended. Consideration could be given to replacing the entire deck, but good patching could be sufficient.</p> <p>There is one area where it looks like some sort of plastic filler was used, it sticks up and has sharp edges where it has broken and cracked.</p> <p>A total deck replacement with demolition and replacement could be considered. It appears the deck is contiguous to the pool edge it does not appear that there are typical coping stones (picture below). There are concerns in multiple health department reports that the seal between the coping and pool shell has cracks and could be leaking. The fact that fiberglass was used as the pool surface makes this hard to determine as the joining of the fiberglass to the coping is messy. If the pool were returned to plaster the joint could be evaluated and potentially sealed when that project was done.</p>	<p>\$800 plus man hours to \$250,000 replacement</p>

















Evaluation Categories	Comments	Fiscal Impact
Deck expansion joints are well sealed and impenetrable	Expansion joints should be resealed. Lack of sealing allows water to penetrate and undermine the integrity of the slabs causing settling, ledges between slabs and unsafe gaps in the pool deck. When resealing, use foam backing rod, or "green rod" stuffed into the joint with a 1/2 inch to 3/4 inch gap to deck level, then seal with a sealant product such as Deck-O-Seal	<p style="text-align: center;">\$500 sealant plus man hours</p>







Evaluation Categories	Comments	Fiscal Impact
Deck drains are in good condition and functional.	Deck drains covers are in good condition and all are well attached and appear to be functional.	
Depth markers are of proper size are posted on deck and pool walls. They are not faded and show numerical value with foot and if applicable inches noted.	Depth markers are all at least 4" to meet code. Some are larger which is ok, they all do not have the inch or feet measurement next to numbers, this is required. Some are illegible or faded. Code requires they are spaced a minimum of 25 feet apart, the south side has an area with a longer gap between the 5 and 9 on the deck, there is a 7 on the vertical wall without a 7 above it on the deck. There should be one at the break or belt line at 4 1/2 feet depth of the pool, usually a 5-foot marker is near here to denote "deep water". Wherever there is a marker on the deck there should be one under it in the vertical pool wall. This could all be rectified with the removal of the fiberglass and replastering with new tile. Depth markers and "No Diving" markers can be set in the deck with minor grinding and replacement, this should be done by a tile or concrete or plastering company.	<p style="text-align: center;">\$2,500 to \$10,000 to replace depth markers on deck and on the vertical walls</p>



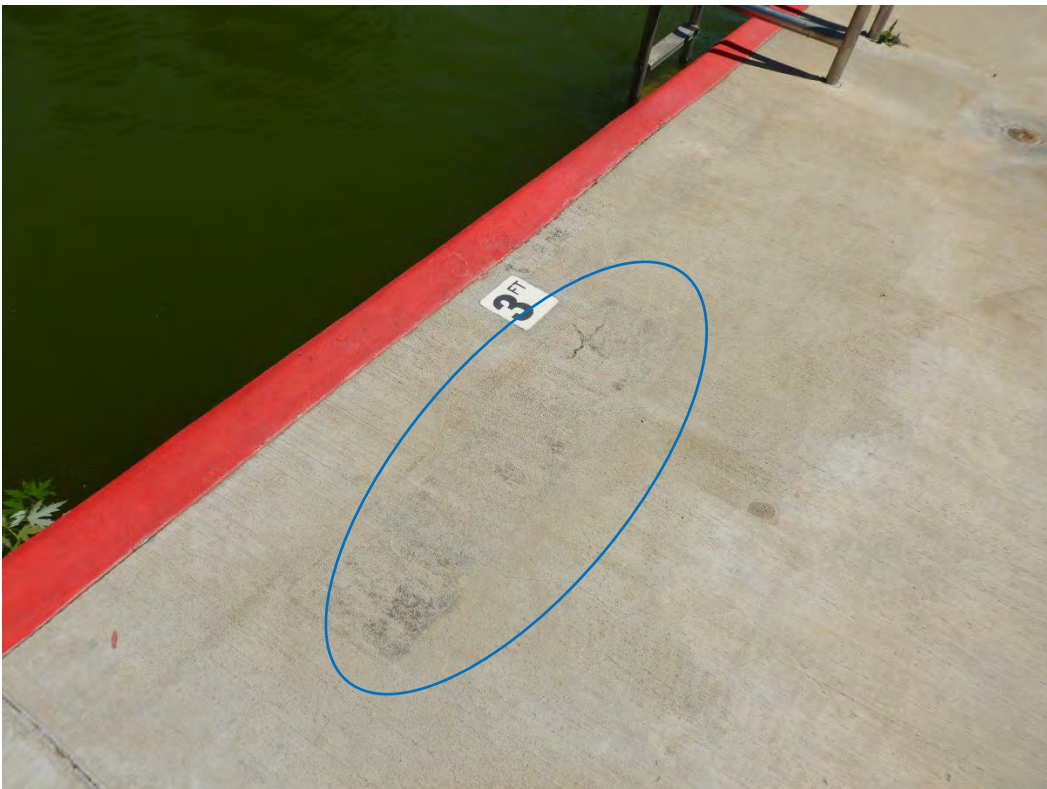




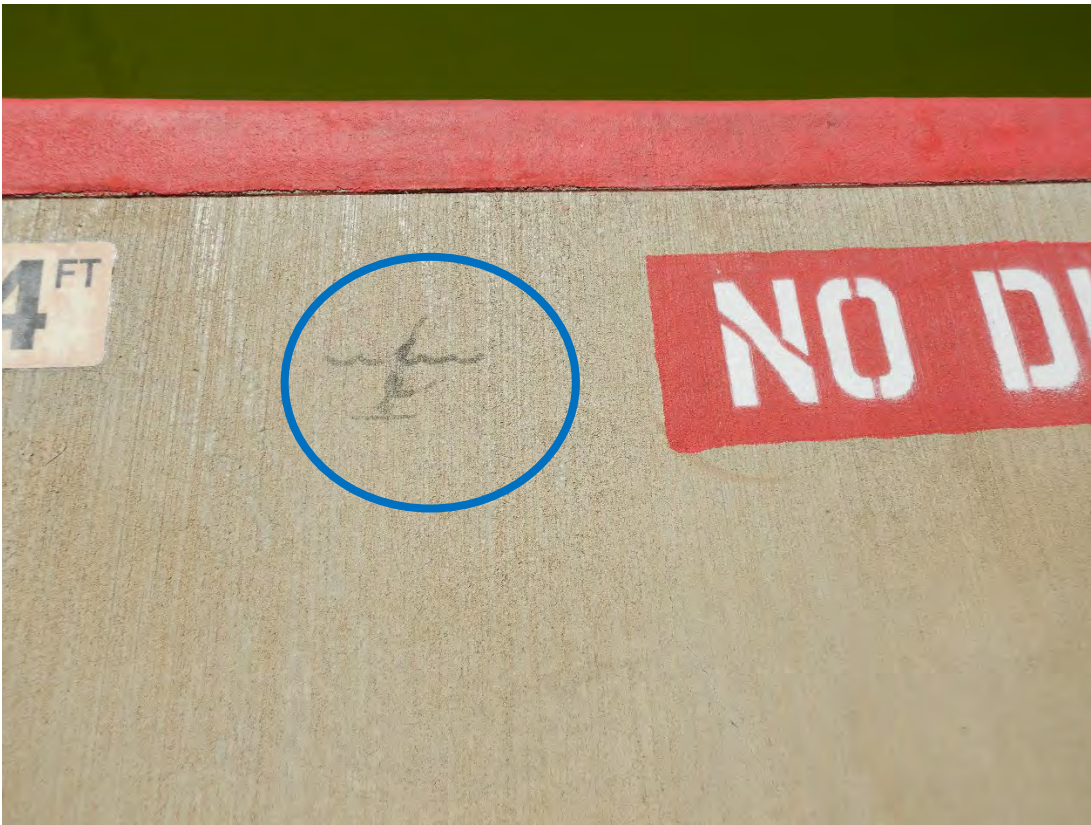




Evaluation Categories	Comments	Fiscal Impact
No diving is marked on the deck in areas of less than 5 feet of water depth.	No diving is stenciled in places around the deck. Once depth markers are re-done to be of proper size and with proper placement (every 25 feet or less with 5' near the break or belt line), no diving should be stenciled at distances that are mid-point between the markers with the international "no diving" symbol next to wording. The tot pool has no markers on the vertical walls.	\$500







Evaluation Categories	Comments	Fiscal Impact
Starting Blocks if in place are secure and covered or signed "not for use"	I observed covers where I believe the starting block mounting holes could be. Blocks should be evaluated before using, surfaces, platforms, steps, etc. These should not be left in and if they are they should be marked "do not use" when there are no trained supervisors to monitor their use.	<p>\$1,200 each, \$7,200 total plus installation of anchors in the deck if needed \$12,000, total \$19,200</p>



Evaluation Categories	Comments	Fiscal Impact
Condition of pool coping stones, gutter tiles, rim flow grates or skimmers.	It appears that the deck slab was laid on the pool shell at the pools edge. The union between the slab and the pool shell (gutter top) is not clean. Making it smooth would require work to smooth then fill. The design intention is such that the pool shell and deck can slide as it expands and contracts in summer and winter. Therefore, grinding the area between the deck and pool gutter wall joint and the filling might not hold. The gutter tile has been fiber glassed over as well as the vertical wall gutter tile. This has been reported in the deck section above and is of a concern to the Health Department on multiple annual reports.	This would be addressed in deck repair and replacement or resurfacing of the pool.





Evaluation Categories	Comments	Fiscal Impact
Built in stairs and their edges are in good condition. Handrails are tight.	The only set of stairs into a pool is the one step into tot pool, it is the perimeter of the tot pool. There is however no handrail, one should be considered for small kids and elderly parents/guardians. This pool is 2 1/2 feet deep in the center. As a side note code calls for the provision of lifeguard service in anything deeper than 18 inches.	\$3,000



Evaluation Categories	Comments	Fiscal Impact
Ladder handrails are tight, ladder steps are in good condition	Pool ladders are the removable type, these are outdated, but still useable. However, the mounting bolts in the deck need to be tight so they do not pull up and the point of insertion at the deck needs to have covers over the tightening bolts.	\$200 for covers



Evaluation Categories	Comments	Fiscal Impact
Functional lifeguard stands, includes; steps, rails, platforms, seat and no potential "strap hooks"	Remove these stands and make the deck flush where they were mounted, they are very old, seem slightly "home modified" and if someone was injured by one it could be the fault of the operator of the facility. Consider portable stands, 6 feet tall, two of them. They can be moved near the pool when needed and moved back when not in use. They can be locked to a fence or rail at night. Having permanent chairs is not good as if you have them you should always have Lifeguards in them whenever the pool is in use.	\$6,000 each, total \$12,000







Evaluation Categories	Comments	Fiscal Impact
Water appearance is not turbid or cloudy, looks clean and pool bottom is clearly visible at main drain.	Water was green, tadpoles are loving it, could not evaluate water clarity during normal operations and more importantly peak swimmer loads.	





Evaluation Categories	Comments	Fiscal Impact
Pool drain covers are VGB Compliant, Inlets and other covers are in good condition.	I was unable to observe the bottom drains in the main and tot pool. These drain covers need to be of the anti-entrapment type and need to be replaced, re-inspected and recertified every 5, 7 or 10 years according to the manufacturer specifications. This can be done by a licensed contractor or engineer. I was also unable to inspect the covers for return water lines due to water clarity.	\$5,000 for replacement drain covers and recertification

Evaluation Categories	Comments	Fiscal Impact
Pool surface is uniform in color and surface is acceptable, lane markings are visible and in good condition.	Pool surface was unobservable. The pool appears to have been fiber glassed over with painted racing targets. There are probably racing stripes on the bottom. The tot pool appears to be fiberglass. Seriously consider returning the main pool and the tot pool to plaster and tile, it lasts longer, will not wear and cause swimmer discomfort due to fibers in their skin, and it looks better.	\$150,000, includes removal of previous fiberglass liner

Evaluation Categories	Comments	Fiscal Impact
ADA Compliance for means of pool entry, placement of pool lifts and alternate means of entry ramps, stairs	There is a mount for an ADA lift but it must have been stored for non use. ADA lifts are required to be in at all times the pool is open and available for unassisted use by patrons when they visit the pool, meaning battery in and remote working so a user can roll up, transfer themselves and drop in and get out of the water by themselves. They are required to be permanently mounted when open.	Deck mounting a permanently placed lift with anchor installation and lift \$7,500

Evaluation Categories	Comments	Fiscal Impact
Facility fences and barriers meet State code	The facility fence meets code except where compromised. It is 6 feet in some places and 7 feet in others. It has barbed wire in some places and others it does not. Consider full replacement with 8-foot fence or higher. Small mesh coated cyclone, or unclimbable and cut-proof metal wire style. Final option is "guardian" style rod iron with curved out tops. The current fence poses liability and after hour entry issues.	\$120,000 to \$160,000 depending on style of fence







Evaluation Categories	Comments	Fiscal Impact
Pool signs meet code requirements, including Capacity, 911, RB/CPR, Active Diarrhea, Pool Rules. No Diving; No LG on Duty,	Required signs are (listed here). They should be in plain sight and "unavoidable" when patrons enter and use the facility.	\$500
Additional signs depending on facility amenities and type of use; No Swimming After Dark, No Running, Shower Before Entering, and others	Due to the 6-foot fence in some areas of the pool and the ease of after-hours entry, no swimming after dark should be posted next to a no lifeguard on duty sign for liability against midnight swimmers and the liability, they bring in event of a catastrophic incident. Health Department report calls for gender identification signs on the restroom entrances	\$300

Evaluation Categories	Comments	Fiscal Impact
Entrance to mechanical areas and chemical storage areas are well marked, hazardous material signs and precautions are appropriate,	Chemical storage is in shed outside the pool area, it has Haz Mat warning signs on the door, consider a sign on door "employees only" or something similar. Dry chemicals are stored in the mechanical room. Without some sort of slurry system to introduce the chemicals to the pool water are the bags carried to the pool? The bags and crates are large, heavy and the staircase is not conducive to carry these out of that room.	\$25 for sign







Evaluation Categories	Comments	Fiscal Impact
Safety Data Sheets are on file or in a binder and readily available. A facility map with an evacuation plan is posted and visible.	There were no readily available Safety Data Sheets. These sheets provide data on the dangers of chemicals and other materials and how to treat exposure. SDS should be kept in a binder in the mechanical room. There should also be a posted evacuation plan in the mechanical room	\$50

Evaluation Categories	Comments	Fiscal Impact
Portable tools and equipment are stored correctly, and other equipment is stored correctly and in a proper location.	As indicated above, the pool has not been operating for some time. It is hard to judge as there are items throughout the mechanical room.	\$0

Evaluation Categories	Comments	Fiscal Impact
Extra pool mechanical equipment is stored correctly and in a proper location.	Most pools have an area where spare or "to be repaired" equipment is stored. It is good to have these items well organized and out of the way of normal operations.	\$0

Evaluation Categories	Comments	Fiscal Impact
Area is clean and not cluttered. Working surfaces are well maintained and ready for use.	The pool has not been operational in two years, it is hard to judge this area. There will be some cleaning required to restart the facility.	\$0



Evaluation Categories	Comments	Fiscal Impact
Extra pool mechanical equipment is stored correctly and in a proper location.	Most pools have an area where spare or "to be repaired" equipment is stored. It is good to have these items well organized and out of the way of normal operations.	\$0



Evaluation Categories	Comments	Fiscal Impact
There is at least three feet of clearance in front of all electrical panels.	Code requires three feet of clearance in front of all electrical panels. When renovating the mechanical room this needs consideration when laying out the spaces.	\$0 to \$5,000 depending on plans



Evaluation Categories	Comments	Fiscal Impact
Daily pool log is kept and up to date, test times, routine maintenance, and regular inspections, are noted.	We found a blank pool log that is acceptable but could definitely be improved to capture much more operational information. We can supply one upon request.	\$0
Additional chemicals if added are noted in pool log (anything not from automated chemical controllers)	There is a space for these additions on the current log.	\$0
Special projects and equipment replacements are recorded and tracked for long range maintenance planning	Any daily repairs or projects should be noted on the operational log sheet. Code also calls for having an operating procedures manual and brochures/manuals for each piece of equipment in the mechanical room.	\$0

Evaluation Categories	Comments	Fiscal Impact
Pipe contents and flow direction are well marked on the appropriate plumbing.	Pipes that are part of the pool circulatory system should be labeled with contents and flow direction. Some of the main plumbing is marked and some is not, there have been repairs and replumbing over time that make it difficult to follow the flow of the system.	\$200
Pipe valves, pressure and flow gauges, and water shut-off points are well marked, visible and easily accessible to ensure operational readiness in the event of an emergency	The mechanical room has many gauges and shut-off points, valves, and flow reducers/controllers. Some are accessible, others are harder to access. A plumbing diagram with critical shutoff points should be posted in plain sight so anyone can perform basic system shutdown. The flowmeter is old and needs to be replaced and positioned properly in an unobstructed ten-foot run of pipe.	\$1,000

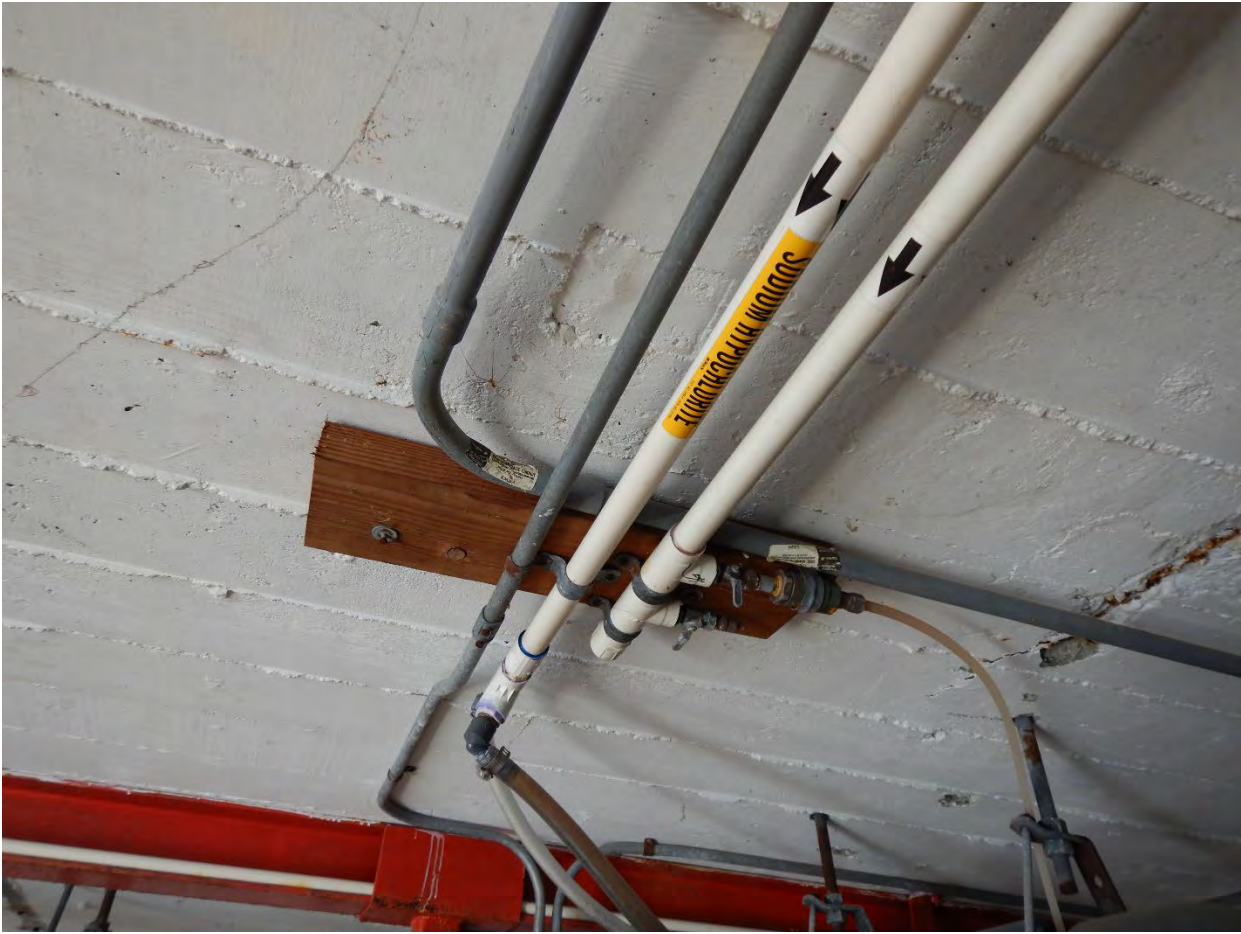








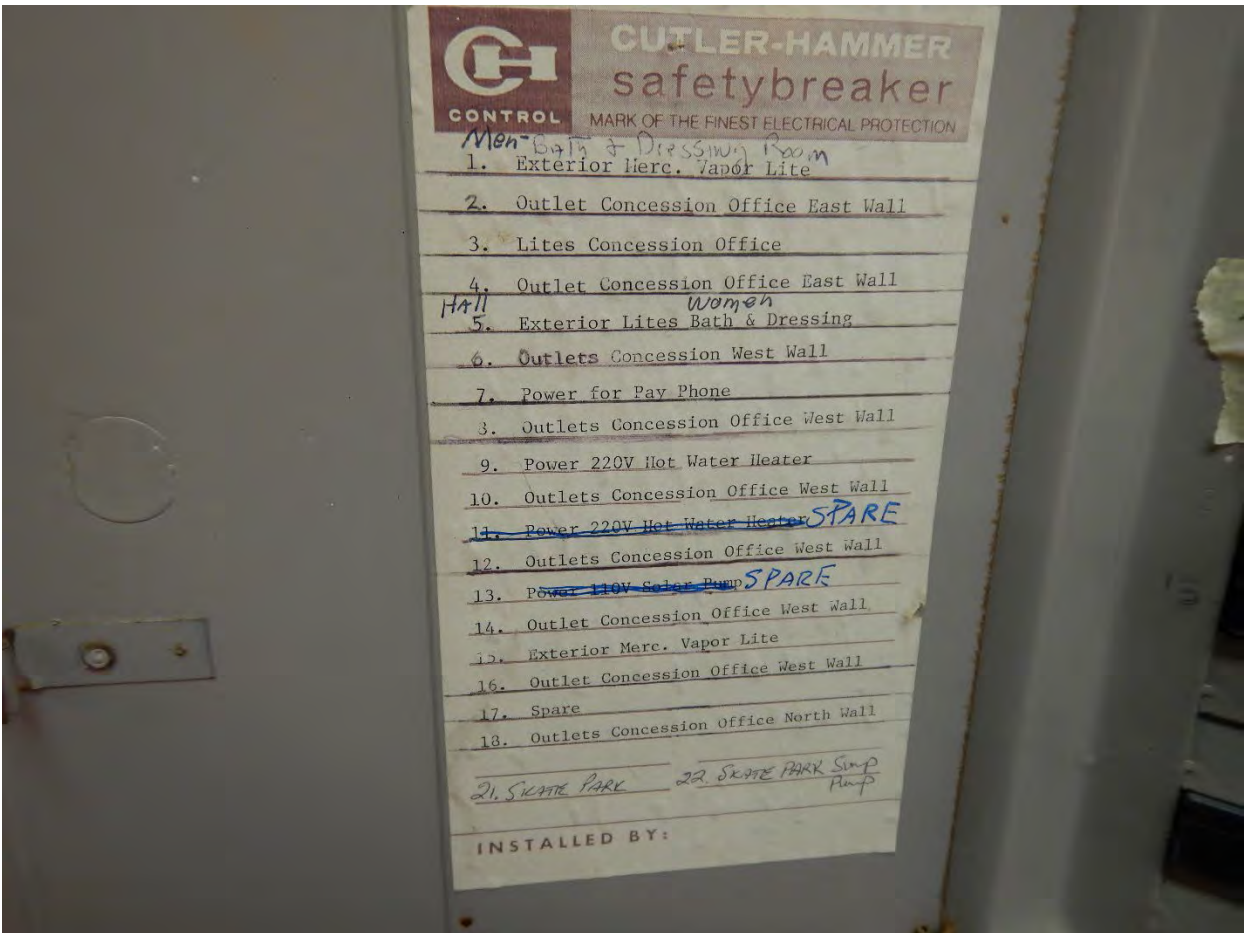




Evaluation Categories	Comments	Fiscal Impact
Lights - Pool, Overhead, Buildings	There are no overhead lights at the facility and no pool lights. All building lights, the lights on the building and lights in the mechanical should be changed out to LED lights for better lighting and cost savings.	\$2,500

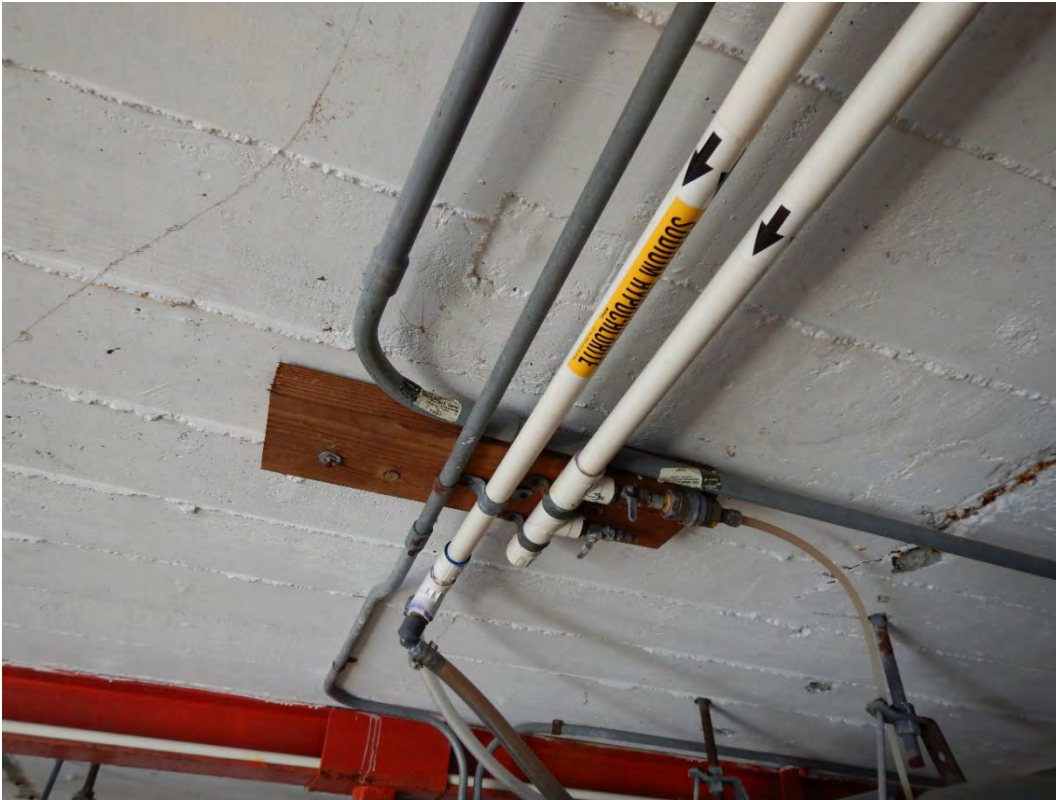
Evaluation Categories	Comments	Fiscal Impact
Circuit Breakers, Outlets	There are multiple outlets and some electrical hook-ups that need to be evaluated and reconfigured. The circuit breaker panel is very old and should be updated if the mechanical room is renovated.	Part of larger renovation bid from AquaSource attached as Exhibit A





Evaluation Categories	Comments	Fiscal Impact
Chemical Feeding System	The facility appears to have had a chemical feeding system with a chemical controller. It appears to have been removed therefore the system would require manual feeding of chemicals. This is ineffective and cumbersome. An automated chemical feeding system should be installed.	Part of larger renovation bid from AquaSource attached as Exhibit A





Evaluation Categories	Comments	Fiscal Impact
Surge Tank/Pit	The gutter water return system is plumbed into two large holding tanks; these act as surge tanks for retaining water when swimmers are in the pool. The water is pumped back into the pool when the ball float gets elevated, and the return pump goes back on. It is unclear how plumbing returns to put the water back in the circulatory system.	Part of larger renovation bid from AquaSource attached as Exhibit A



Evaluation Categories	Comments	Fiscal Impact
Pool Water Make-up	Pool water make-up source that keeps the proper amount of water in the circulatory system is plumbed into the suction side of the main pump. This needs to be remedied through the renovation process.	Part of larger renovation bid from AquaSource attached as Exhibit A



Evaluation Categories	Comments	Fiscal Impact
Main Pump (motor, impeller and strainer)	The main motor and the impeller are old and should be replaced with a newer more energy efficient pump system.	Part of larger renovation bid from AquaSource Attached as Exhibit A

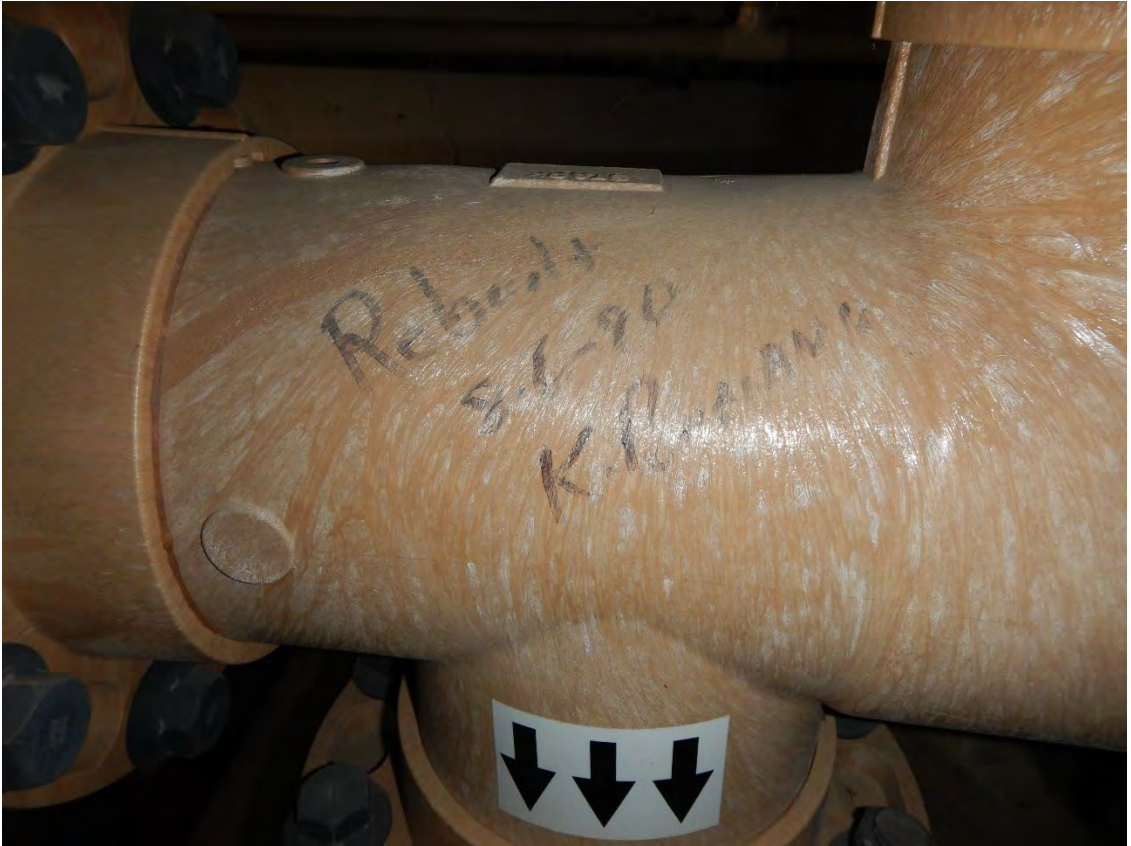




Evaluation Categories	Comments	Fiscal Impact
Filtration	The system has two spun fiberglass Stark brand filters. These were visually evaluated by both TAM and AquaSource. It is believed that they can continue to be used. However, the filtration media (generally sand) should be replaced before any future use and the tanks visually inspected and the two backwash valves should be rebuilt. AquaSource quote includes valve rebuild, but not new filter media.	<p>\$10,000 for filter media replacement, valve rebuild is included as part of larger renovation bid from AquaSource Attached as Exhibit A</p>











Evaluation Categories	Comments	Fiscal Impact
Maintenance staff is properly trained and/or certified and receives safety and compliance training and is well supervised.	Every pool in California is required to have a designated "Pool Operator" this is the person responsible for taking care of the pool and ensuring it is operated within state and county guidelines. This person should be a Certified Pool Operator (CPO). The person should have hazardous materials communication training as part of the City's Injury and Illness Prevention Plan in addition to other mandated training.	\$400/person to get certified as a CPO.

Summary of Potential Costs

Exhibit B

Small Operational Equipment Items

Rescue Tubes	\$280
First Aid	\$75
Emergency Response Bag	\$400
Automated External Defibrillator	\$1,500
Reaching Poles	\$400
Ring Buoys	\$204
Lifeguard Fanny Packs	\$60
Pool Signs for Code Compliance	\$825
Safety Data Sheets and Binder	\$50
TOTAL	\$3,794

Deck Equipment

Lane Lines	\$2,500
Diving Board Stand and Board	\$20,000
Starting Blocks Replace and Install	\$19,200
Potable/Mobile Lifeguard Stands	\$12,000
ADA Pool Lift, Buy and Mount	\$7,500
TOTAL	\$61,200

Facility Equipment and Repairs

Restroom Fixtures	\$200
Soap Dispensers	\$60
Shower Button Covers	\$30
Drinking Fountain	\$2,000
Deck Repairs	\$800 to \$200,000
Expansion Joint Sealing	\$500
Replace Depth Markers	\$2,500 to \$10,000
No Diving Markers and Lettering	\$500
Hand Rail on Tot Pool Step	\$3,000
Covers for Ladder Mounting Bolts	\$200
VGB Compliant Drain Covers	\$5,000
Pool Replaster Main and Tot Pools	\$150,000
Facility Fencing	\$120,000 to \$160,000
Electrical Panel Reposition and Replace	\$5,000
Pipe Content and Flow Direction Labeling	\$200
Flow Meter Installation and Guages	\$1,000
LED Lighting in Office and Mechanical Room	\$2,500
Filter Media Replacement	\$10,000
TOTAL	\$303,490 to \$550,190

Mechanical Room Renovation

AquaSource Mechanical Room Renovation	\$164,000
TOTAL	\$164,000

TOTAL	\$532,484	No Deck Replacement In-house Depth Marker Repair Cyclone Facility Fence Replacement
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TOTAL	\$779,184	Replace Most of Deck Contracted Depth Marker Replacement Higher Quality Fencing
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EXHIBIT C



City of Willows

Swimming Pool Mechanical Evaluation

5/12/2022

Mechanical Room Observations

- Scum gutter have been converted to holding tanks in the pump room with a pump back to the pool.
- No chemical controller on site.
- No chemical automaton on site.
- City water fed direct into the suction side pump.
- Vacuum is used on suction side of the pump.
- Backwash water does not have air gap.

Upgrades Recommended/Required

- Replace 15hp pump with energy efficient pump.
- New VFD with pool control. Eco-Flow C with Bypass Panel.
- New strainer pot 6"x pump inlet. MerMade Fiberglass FO Series.
- Disconnect city water from suction of pump.
- Disconnect vacuum line.
- ProMinent DCM 510 Controller.
- AR 2500 Tableted pH Control System.
- Accu-Tab Power Base 3150 Tableted Chlorination System.
- Re-pipe backwash line for air gap.
- Overhaul 2 Stark Backwash Valves.
- Re-pipe room.
- 2 auto fill CLA-VAL valves with 1 diagram valve.
- Maytronics Wave 150 Robotic Pool Cleaner

Cost Estimate

Labor – \$38,125.00

Equipment – \$94,700.00

Install Materials – \$24,800.00

Mobilization – \$5,860.00

Total - \$163,485.00

Prepared By

Ron Ybarra

General Manager

Aqua Source, Inc.

Lic# 940786 C53, C61/D35

(800) 574-8081 – 105 Enterprise Court, Galt, CA 95632

ron@aquasource.com

EXHIBIT “C”

**SERVICES AGREEMENT
BETWEEN
THE CITY OF WILLOWS
AND
[CONSULTANT]**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 2024, by and between the CITY OF WILLOWS (“City”), and [NAME OF CONSULTANT] (“Consultant”).

RECITALS

WHEREAS, City desires to retain a person or firm to provide the following services: Design of public improvements at Sycamore Park associated with the Willows Mobility, Recreation, and Beautification Project; and

WHEREAS, Consultant warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by City, the parties agree to the following:

- I. SCOPE OF SERVICES: Consultant agrees to provide all of the services described in Exhibit A.
- II. CITY FURNISHED SERVICES: The City agrees to:
 - A. Facilitate access to and make provisions for the Consultant to enter upon public and private lands as required to perform their work.
 - B. Make available to Consultant those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Consultant hereunder and as set forth in Exhibit A.
 - C. Make available all pertinent data and records for review.
- III. TERM OF AGREEMENT: This Agreement shall commence on _____ and shall terminate on _____, unless sooner terminated in accordance with the terms hereunder.

- IV. TIME OF PERFORMANCE: All the work required by this Agreement shall be completed and ready for acceptance no later than _____. Time is of the essence with respect to this Agreement.
- V. FEES: The fees for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Agreement.
- VI. MAXIMUM COST TO CITY: Notwithstanding any other provision of this Agreement, in no event will the cost to City for the services to be provided herein exceed the maximum sum of \$_____, including direct non-salary expenses.
- VII. PAYMENT: The fees for services under this Agreement shall be due within 60 calendar days after receipt and approval by City of an invoice covering the service(s) rendered to date.

[For any services involving a public works or construction project, the City shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by City of the work or termination of this Agreement.]

With respect to any additional services provided under this Agreement as specified in Paragraph II hereof, Consultant shall not be paid unless Consultant has received written authorization from City for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the City shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Agreement is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subconsultant work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the City for funding payment to Consultant.

- VIII. INSURANCE: Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subconsultants.

Minimum Scope and Limit of Insurance

- A. The Consultant shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

City of Willows
[address]

- B. Consultant shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Consultant has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Consultant has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

City of Willows
[address]

- C. The Consultant shall be required to carry Professional Liability coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Prior to the commencement of any work hereunder, the Consultant shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to City. However, failure to obtain and provide the required documents to City prior to the work beginning shall not

waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the City.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

- IX. **WORKER'S COMPENSATION:** The Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Agreement and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed City Workers' Compensation Exemption form) shall be provided to City prior to commencement of work.

- X. **INDEMNIFICATION:** Consultant agrees to indemnify, defend at its own expense, and hold City harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Consultant or its officers, agents, or employees in performing services under this Agreement; excluding, however, such liabilities, claims,

losses, damages, or expenses arising from City's sole negligence or willful misconduct.

Furthermore, the Consultant agrees to indemnify, defend, and hold Caltrans harmless from any and all claims and/or losses accruing or resulting from exposure to environmental health hazards in connection with the performance of this Agreement.

XI. DRUG-FREE AWARENESS PROGRAM. By signing this agreement, the Consultant certifies that they have established a Drug-Free Awareness Program to inform employees about all the following:

- A. The dangers of drug abuse in the workplace.
- B. The City's policy of maintaining a drug-free workplace
- C. Any available counseling, rehabilitation, and employee assistance programs.
- D. Penalties that may be imposed upon employees for drug abuse violations

Consultant also certifies that every employee working on this project have received a copy of the City's drug-free workplace policy statement and agrees to abide by the terms of the City's statement as a condition of employment while working on this project. Failure to comply with these requirements may result in suspension of payments or termination of the contract.

XII. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Agreement and the services to be provided hereunder, the Consultant shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- A. The Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by Caltrans to implement such article.

- B. The Consultant shall permit access by representatives of the Department of Fair Employment and Housing and Caltrans upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Caltrans shall require to ascertain compliance with this clause.
- C. The Consultant and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- XIII. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the City during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- XIV. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Agreement are personal to the Consultant and may not be subcontracted, transferred or assigned without the express prior written consent of the City.
- XV. LICENSING AND PERMITS: The Consultant shall maintain the appropriate licenses throughout the life of this Agreement. Consultant shall also obtain any and all permits which might be required by the work to be performed herein. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement.
- XVI. BOOKS OF RECORD AND AUDIT PROVISION: By signing this agreement, the Consultant agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Consultant shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of the Consultant, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the Consultant, its contractors, subcontractors, and sub-recipients connected with Project performance shall be maintained for a minimum of three (3) years from the date of final payment to the City and shall be held open to inspection, copying, and audit by representatives of the City, Caltrans, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Consultant upon receipt of any request made by the City, Caltrans or its agents.

For the purpose of determining compliance with applicable State and City law in connection with the performance of Consultant's contracts with third parties pursuant to Government Code Section 8546.7, Consultant, Consultant's subrecipients, contractors, subcontractors, and Caltrans, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Consultant under this Agreement. Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and Consultant shall furnish copies thereof if requested.

The Consultant, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by Caltrans, for the purpose of any investigation to ascertain compliance with the City's agreement with Caltrans

Consultant shall promptly refund any moneys erroneously charged. If City ascertains that it has been billed erroneously by Consultant for an amount equaling 5% or more of the original bid, Consultant shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

- XVII. COST PRINCIPLES: By signing this agreement, the Consultant certifies that:
- A. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items.
 - B. Consultant will comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.
- XVIII. IRAN CONTRACTING ACT AND STATE OF CALIFORNIA EXECUTIVE ORDER N-6-22: By signing this agreement, the Consultant certifies that they are not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010.

XIX. ARTWORK AND INTELLECTUAL PROPERTY PROVISIONS: The Consultant agrees to comply with the following excerpt from the State's Restrictive Grant Agreement with the City:

A. Limited Grant of Rights to Caltrans for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("Artwork") Created or Produced for Project

1. Educational programming:

i. City shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this Agreement, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. City shall obtain any and all other intellectual property rights necessary to make this grant to Caltrans as described in this Agreement.

ii. City grants to Caltrans an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this Agreement, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. When applicable, City shall obtain and provide to Caltrans any and all documentation Caltrans reasonably determines is necessary or desirable to perfect the license or sublicense described in this Agreement to Caltrans. This documentation shall be provided to Caltrans within fifteen (15) days of written notice that this documentation is required.

iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the City are used on educational programming created or produced for Project under this Agreement, City agrees to obtain and grant all necessary rights for Caltrans to use and allow agents of Caltrans to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to Caltrans within fifteen (15) days of written notice that this documentation is required.

2. Artwork:

- i. City shall obtain from the artist(s), or any other copyright owner(s) of Artwork, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of Artwork created or produced for Project under this Agreement, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. City shall obtain any and all other intellectual property rights necessary to make this grant to Caltrans as described in this Agreement.
- ii. City grants to Caltrans an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of Artwork created or produced for Project under this Agreement, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. City shall obtain and provide to Caltrans any and all documentation Caltrans reasonably determines is necessary or desirable to perfect the license or sublicense described in

this Agreement to Caltrans. This documentation shall be provided to Caltrans within fifteen (15) days of written notice that this documentation is required.

B. Government Purpose Rights for Inventions:

1. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by City or jointly with the City's contractor, subcontractor and/or subrecipient during the term of this Agreement and in performance of any work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of work issued under this Agreement.
2. Caltrans will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside Caltrans for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

C. Additional Intellectual Property Provisions:

1. To the extent any intellectual property is created or produced for Project under this Agreement, and not covered in other provisions of this Agreement, City agrees to take reasonable steps to ensure that Caltrans has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this Agreement.
2. If additional uses are reasonably determined to be needed by Caltrans for public outreach purposes, City will obtain rights and grant Caltrans and its agents said additional rights for use of the "Before" and "After" Project photos, Artwork created or produced for Project under this Agreement, and educational programming created or produced for Project under this Agreement. The grant

will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.

3. When requested to so do by City, all reproductions and/or copies by Caltrans of "Before" or "After" Project photographs, educational programming, and Artwork shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form:

© [Artist/Copyright owner's name, date of publication]. City bears sole responsibility to promptly notify Caltrans, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. Caltrans will make reasonable efforts to affix the copyright notice in a timely manner.

4. Required disclaimer language for educational programming and Artwork created or produced for Project under this Agreement.

- i. Educational programming: City must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this Agreement a disclaimer that states the content of the educational programming does not reflect the official views or policies of Caltrans. The educational programming does not constitute a standard, specification, or regulation.

- ii. Artwork: City must place a disclaimer statement in a conspicuous manner on or in close proximity to the Artwork created or produced for Project under this Agreement a disclaimer statement that the contents of the artwork do not reflect the official views or policies of Caltrans.

5. Avoidance of Infringement: In performing work under this Agreement, City and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If City or its employees becomes aware of any such possible infringement in the course of performing any work under this Agreement, City or its employees shall immediately notify Caltrans in writing.

6. Contractors, Subcontractors, and Subrecipients: Through contract with its sub-recipients, contractors, and subcontractors, City shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "City's

Contractor/Subcontractor/Subrecipient”) providing services under this Agreement to conform to the provisions of Section XIX of this Agreement. In performing services under this Agreement, City’s Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If AGENCY’s Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any work under this Agreement, City’s Contractor/Subcontractor/Subrecipient shall immediately notify the City in writing, and City will then immediately notify Caltrans in writing.

- XX. Prevailing Wages and Labor Code Compliance: Consultant shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the Consultant’s work on or for the Project.
- XXI. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.
- XXII. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Consultant, shall be the sole property of the City. The Consultant may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Agreement, for any reason whatsoever, Consultant shall promptly turn over all information, writing, computer disks, and documents to City without exception or reservation. Consultant shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide City with said disk.
- XXIII. TERMINATION:
 - A. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
 - B. If the Consultant fails to provide in any manner the services specified under this Agreement or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, the City may terminate this Agreement by giving five calendar days written notice to Consultant.

C. The Consultant shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control.

D. In the event of termination, not the fault of the Consultant, the Consultant shall be paid for services performed up to the date of termination in accordance with the terms of this Agreement.

XXIV. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent Consultant and not as officers, employees or agents of the City.

XXV. AMENDMENT: This Agreement may be amended or modified only by a written instrument signed by both parties.

XXVI. ASSIGNMENT OF PERSONNEL: The Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to City, as evidenced in writing.

XXVII. WAIVER: No provision of this Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

XXVIII. SEVERABILITY: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

XXIX. JURISDICTION AND VENUE: This Agreement and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Agreement shall be in Glenn County, California.

XXX. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

XXXI. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Agreement:

Exhibit Designation	Exhibit Title
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Exhibit A	Services to be provided by Consultant
Exhibit B	Compensation or Fees to be Paid to Consultant

- XXXII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Agreement pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XXXIII. COMPLIANCE WITH APPLICABLE LAWS: The Consultant shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Agreement.
- XXXIV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- XXXV. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to City:

City of Willows
[address]

If to Consultant:

[CONTACT NAME]
[NAME OF BUSINESS/CONSULTANT]
[ADDRESS]
[ADDRESS]
[PHONE AND/OR EMAIL]

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date written below.

CITY OF WILLOWS:

[CONSULTANT NAME]:

By: _____
Gary Hansen, Mayor
City of Willows, City Council
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Carolyn Walker
City Attorney

EXHIBIT A

SERVICES TO BE PROVIDED BY CONSULTANT

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONSULTANT