

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into February 7, 2017 between Michael Baker International Inc. ("CONSULTANT") and the City of Mt. Shasta ("CITY"), a municipal corporation.

**RECITALS**

This Agreement is predicated on the following facts:

- I. CITY requires professional planning and environmental services in conjunction with various CITY projects on an on-call or as-needed basis.
2. CONSULTANT is qualified to provide these services and is willing to provide them according to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

I. DUTIES OF CONSULTANT

- A. These duties are outlined in the Scope of Services, attached as Exhibit A. It is understood and agreed that some projects will be assigned by approval of individual proposals or task orders submitted by CONSULTANT. Other less defined work will be performed at the direction of the City and be billed based upon the hourly rates set forth in Exhibit A

II. DUTIES OF CITY

- A. CITY agrees to make available to CONSULTANT relevant public records including copies of reports, maps, and other file materials as may be needed for the CONSULTANT to perform his/her duties and to cooperate in the collection of information which CONSULTANT may request.
- B. CITY shall promptly:
  - 1) notify CONSULTANT of any defect in CONSULTANT's performance; and
  - 2) review any documents submitted by CONSULTANT for CITY's comment.
- C. CITY agrees that CITY shall not, during the term of this Agreement, nor for a period of one year after termination, solicit for employment, hire or retain, whether as an employee or independent contractor, any person who is or has been employed by Consultant. Should CITY desire to hire CONSULTANT's employee, CITY agrees to pay CONSULTANT equitable compensation for the loss of said employee.

### III. CONSULTANT'S STATUS

CONSULTANT is an independent contractor and is solely responsible for its acts or omissions. CONSULTANT (including its agents and employees) is not CITY's agent, employee or representative for any purpose, except as specifically designated herein.

### IV. CONFLICT OF INTEREST

CONSULTANT understands that its professional responsibility is solely to the CITY. The CONSULTANT represents that it presently has no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement. CONSULTANT shall not in the performance under this Agreement employ a person having such an interest.

### V. COMPENSATION

- A. CITY agrees to pay CONSULTANT for all services described in Exhibit A, performed under this Agreement. The amount of compensation authorized under this Agreement shall not exceed \$17,230.00 without the mutual written consent of CITY and CONSULTANT in the form of an amendment to this Agreement setting forth the details of additional budget and/or work approved.
- B. CONSULTANT may invoice CITY monthly for work done in the preceding month. CITY shall pay CONSULTANT within 30 days of receipt of the invoice.
- C. Exhibits to this Agreement may contain a List of Personnel anticipated to provide services under this Agreement. CONSULTANT reserves the right to use and bill for additional personnel not specifically named in such Exhibits as needed to accomplish the services described in Exhibit A, except such use shall not exceed the amount named herein without the express written permission of the CITY.
- D. CONSULTANT agrees to testify at CITY's request if litigation is brought against CITY in connection with CONSULTANT's work. Unless the action is brought by CONSULTANT or is based upon CONSULTANT's negligence, CITY will compensate CONSULTANT for the testimony at CONSULTANT's standard hourly rate.

### VI. TIME OF PERFORMANCE

CONSULTANT shall begin performance of its services as of the date this Agreement is executed and shall continue until the project is completed as agreed.

### VII. TERMINATION/SUSPENSION/DELAY

- A. Either party may terminate this Agreement by giving 30 days' written notice to the other party. Upon termination, CONSULTANT shall give CITY all work done toward completion of its services. CITY shall pay CONSULTANT for work performed up to the date of termination in

accordance with this Agreement.

B. CITY may suspend work under this Agreement upon written notice to CONSULTANT. Upon such written notice, CONSULTANT shall cause all work to be stopped and shall not proceed with any further work until written notice to proceed is received from CITY. CONSULTANT may invoice, and CITY shall pay for all work performed prior to receipt of the notice of suspension, on a percentage completed basis.

C. In the event work under this Agreement is restarted after being suspended or delayed for two months or longer, the parties agree that CONSULTANT has the right to receive, and CITY shall pay for reasonable costs associated with restarting the work. Such costs will be billed on a time and materials basis and will be paid in excess of the budget for performance of the scope of services under this Agreement. Such costs may include labor hours in re-familiarization with the project; current status of work product; necessary updating of work product or materials; and/or meetings to bring the project team up to date. CONSULTANT shall have no right to receive costs for reactivation costs to the extent the suspension or delay was due to the negligence or willful misconduct of CONSULTANT.

#### VIII. OWNERSHIP OF WORK

All documents furnished to CONSULTANT by CITY and all reports and supportive data prepared by CONSULTANT under this Agreement are CITY's property and shall be given to CITY at the completion of CONSULTANT's services. Any reuse of such reports or material is done at the sole risk of the CITY. Computer models used in the preparation of the study shall remain the property of the CONSULTANT.

#### IX. LITIGATION

If either party brings an action against the other party to enforce any term under this Agreement, each party agrees to bear the cost of their own attorneys' fees, costs and expenses related to such action.

#### X. ASSIGNMENT; SUBCONTRACTS

CONSULTANT's services are considered unique and personal. CONSULTANT will not assign or transfer its interest or obligation under this Agreement without CITY's written consent. CONSULTANT shall not subcontract its duties under this Agreement without CITY's written consent.

#### XI. INSURANCE

Without in any way limiting CONSULTANT's liability pursuant to the indemnification described below, CONSULTANT shall maintain, during the term of this contract, the following insurance. Upon request of CITY, a certificate of insurance will be provided showing CITY as Named additional insured.

COVERAGE	MINIMUM LIMITS
<i>General Liability</i>	
Comprehensive General Liability, including: Premises	\$1,000,000

and Operations Contractual Liability Personal & Advertising Injury Liability	Combined Single Limit per Occurrence, and Aggregate
<i>Automobile Liability</i> Comprehensive Automobile Liability, including Non-Owned & Hired Autos	\$1,000,000 Combined Single Limit per Occurrence
<i>Compensation and Employer's Liability</i> Workers' Compensation Insurance Employer's Liability	Statutory \$1,000,000
<i>Professional Liability</i> Professional Liability Insurance	\$1,000,000 Per Claim and Aggregate

XII. INDEMNIFICATION

CONSULTANT shall defend, indemnify, and hold CITY harmless from damages, costs or expenses that may arise from damage to property or injury to persons to the extent caused by CONSULTANT's negligent act, error, or omission.

CITY shall defend, indemnify, and hold CONSULTANT harmless from damages, costs or expenses that may arise from damage to. Property or injury to persons to the extent caused by CITY's negligent act, error, or omission.

XIII. DISPUTE RESOLUTION

Prior to commencing any litigation or administrative hearing regarding any dispute arising from this Agreement, the party bringing the action must offer to enter into mediation with a mutually agreed upon mediator. In the absence of an agreed mediator, each shall submit two mediators and the mediator will be chosen by lot.

XIV. ATTORNEYS FEES

In the event of mediation, arbitration, litigation or administrative procedures arising out of any dispute concerning this agreement, the prevailing party shall be entitled to recover from the other party its expenses and costs including reasonable attorney fees.

XV. VENUE

Any legal action arising out of this agreement will be venue in Siskiyou County.

XVI. EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT is an Equal Opportunity Employer and agrees to comply with applicable regulations governing equal employment opportunity.

XVII. NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY

City of Mt. Shasta  
305 North Mt. Shasta Boulevard  
Mt. Shasta, CA 96067  
Attn: Bruce Pope

CONSULTANT

Michael Baker International Inc.  
2729 Prospect Park Drive, Suite 220  
Rancho Cordova, CA 95670  
Attention: Philip O. Carter

XVIII. WAIVERS

Waiver of a breach, or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

XIX. MODIFICATIONS

No waiver, modification or termination of this Agreement is valid unless made in writing.

XX. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

XXI. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties. Changes or amendments shall be made in writing and signed by the parties.

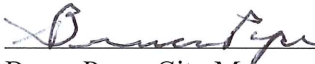
IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

CITY:

City of Mt. Shasta

CONSULTANT:

Michael Baker International

  
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Bruce Pope, City Manager  
City of Mt. Shasta

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Philip O. Carter, Vice President

