



City of Turlock  
Municipal Services Department

**Request for Proposals  
18-039**

For

**PROGRAM MANAGEMENT SERVICES FOR DESIGN,  
ENGINEERING SERVICES DURING CONSTRUCTION, AND  
CONSTRUCTION MANAGEMENT SERVICES  
FOR  
SURFACE WATER DISTRIBUTION SYSTEM  
IMPROVEMENTS**

For The

**City of Turlock**

Submit Proposals to:

City of Turlock

Municipal Services Department Attention: Garner R. Reynolds  
156 South Broadway, Suite 270  
Turlock, CA 95380

Proposal Submission Deadline:

Friday, August 31, 2018

3:00 p.m. PST

Direct questions regarding this RFP to:

Garner R. Reynolds

Municipal Services Department

Regulatory Affairs Division

156 South Broadway, Suite 270

Turlock, CA 95380

(209) 668-5590, Ext. 4407

greynolds@turlock.ca.us

## **Introduction**

The City of Turlock is seeking professional engineering and project management assistance to ensure construction of various drinking water system improvements are operational by early 2022. Therefore, the City of Turlock is accepting proposals from qualified engineering firms to provide professional Program Management Services resulting in the design, procurement and construction of treated surface water storage and distribution system improvements necessary for the City to connect the City's existing groundwater-only distribution system to an initial 10 mgd of treated surface water from the Stanislaus Regional Water Association (SRWA), with a future phase allowing flow up to a total 30 mgd. Conceptually, the project contemplated in this RFP consists of a 2.5 million gallon storage reservoir, a booster pump station, and local delivery facilities including pipelines (est. 9,000 lineal feet), distribution system connections, treatment/chlorination (if necessary), and any other necessary facilities. The purpose of this Request for Proposals (RFP) is to seek proposals from qualified firms to provide these services. The City will enter into separate agreements with firms selected to provide the services necessary for the completion of all necessary infrastructure. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this RFP.

## **Background**

The City of Turlock provides water, sewer, storm drain, and waste water treatment services to its residents, institutions, industries, and businesses. The current city population is approximately 72,000 and it is the second largest city in the region. Turlock is also home to California State University, Stanislaus that has an enrollment of approximately 8,000 students. The build-out population (2030) of the General Plan area is estimated to be 115,363. Turlock currently provides potable drinking water solely from seventeen (17) active groundwater wells, and one (1) well on standby. The City does not disinfect the groundwater supply at this time. However, plans are underway to do so prior to the introduction of the proposed treated surface water supply.

The Cities of Ceres and Turlock are planning to supplement their potable water supplies by diverting surface water from the Tuolumne River. In 2011, the Cities created the SRWA to design, build, and operate the Regional Surface Water Supply Project. The Surface Water Supply Project includes facilities to convey water from the existing Tuolumne River infiltration gallery to a raw water wet well (currently under construction), then to a future surface water treatment plant (WTP), and finished water transmission mains delivering water to Ceres and Turlock. To complete delivery of water to their users, each City will also

construct local improvements to connect the new treated surface water supply to local distribution facilities. These local facilities will be implemented individually by each City.

The SRWA WTP facilities are being sized for an initial 15 mgd capacity that will provide 10 mgd of treated surface water supply to Turlock and 5 mgd to Ceres. This initial phase of the Project is currently planned to be in operation in 2022. The ultimate build-out capacity of the WTP is 45 mgd and will provide 30 mgd to Turlock and 15 mgd to Ceres. A specific timeline has not been established to provide the build-out capacity. The raw water pump station will, therefore, be designed to accommodate this ultimate capacity even though its initial firm pumping capacity will be 15 mgd. The raw water transmission main to the WTP will be designed to convey the full 45 mgd, with the Ceres and Turlock finished water transmission mains designed to convey their respective build-out capacities. The 10 mgd of treated surface water for the City of Turlock is a base line flow with peak water demands being met with the City's existing groundwater supply.

Confluence Engineering Group is under contract with the City to conduct a surface water/groundwater integration study to develop a thorough integration plan and schedule in advance of the future blending of treated surface water with groundwater in the Cities' distribution systems. The primary objectives of the study are development of recommendations for preparatory and long-term operational measures to eliminate if possible, and at a minimum, minimize the incidence of colored water, taste, and odor complaints.

City of Turlock water quality data may be obtained at this link:

<http://ci.turlock.ca.us/watersewergarbage/waterquality/waterqualityannualreport.asp>

Information regarding the Stanislaus Regional Water Authority Surface Water Supply Project may be obtained at this link:

<http://stanrwa.org/>

## **Tentative Project Milestones**

Proposals due:	August 31, 2018
Potential interviews with proposers:	September 11, 2018
City Council approval of agreement:	October 23, 2018
Integration study completion:	July 2020
Required construction completion of local facilities:	March 2022
Estimated completion of WTP and finished water transmission main:	July 2022

## Scope of Services

The scope of services outlined below (Phase 1 and Phase 2) represents the minimum to be provided by the consultant. Consultants shall describe their approach to these tasks in a detailed proposed scope of services and a separate schedule and cost breakdown for each phase shall be included. **Consultants shall describe any other tasks proposed in order to provide a more thorough and complete Project as per the consultant's experience, knowledge, and capabilities.**

The selected proposer shall provide all the necessary work to take the Project from conception to completion, ahead of the SRWA Surface Water Project's anticipated completion date in 2022, and be prepared to receive and deliver treated surface water to the City's existing distribution system. Conceptually, the Project consists of facilities necessary to receive and deliver the initial 10 mgd of treated surface water to Turlock's potable water distribution system, including site improvements, a 2.5 mg storage reservoir, booster pump station, local delivery facilities and pipelines (est. 9,000 lineal feet), interties, treatment/chlorination (if necessary), and other necessary facilities. However, the overall site plan shall allow for expansion when the build-out capacity of Turlock's local facilities reach 30 mgd. The Proposal should include, but not be limited to, the following key parts.

### **The consultant's initial Phase 1 work includes, but is not limited to:**

- 1. Confirm Phase 1 vs. Phase 2 system improvements:** Confirm system recommended improvements for the initial Phase 1 delivery of 10 mgd and proposed future Phase 2 of 20 mgd.
- 2. Hydraulic Analysis:** Confirm the hydraulic analysis of the SRWA finished water and perform a hydraulic analysis of the City facilities integrated into the City's existing distribution system for the Project.
- 3. Confirm approach to water quality:** Review and confirm the proposed water quality from the SRWA Surface Water Project and the Integration Study for the local distribution system.
- 4. Environmental Permitting Work: In addition to previous CEQA work completed by the SRWA consultant Horizon Water and Environment,** provide additional CEQA work as necessary for the Project.

5. **Funding strategy support:** Identify funding strategies and opportunities including grants, low-interest loans and/or special appropriations, etc., to reduce the local cost burden. Develop a strategy for pursuing and securing funding sources.
6. **Comparison of project delivery methods (Design-Bid-Build, Design Build, etc):** Provide an analysis of the advantages and disadvantages of various project delivery methods that could be applied to design and construction of this project and review the results with the project team to recommend the preferred delivery method. Facilitate workshop(s) in order to appropriately educate staff and the City Council on the different project delivery alternatives.
7. **Schedule development:** Develop a detailed project implementation schedule that interfaces with the SRWA Regional Project, and update as decisions are made.
8. **Engineering Capital Project cost estimates:** Provide detailed engineering cost estimates for the entire project in sufficient detail to provide an understanding of the cost of each part of the Project.
9. **Outreach program:** Development of an outreach program on behalf of the City of Turlock.

Once this initial phase of work is completed and if the Consultant's work meets or exceeds the City's expectations, the PM shall deliver the program as defined in item 1 above, as further defined below. Upon completion of Phase 1, the scope and fee for the Phase 2 work shall be further refined and agreed upon prior to commencing work.

The consultant's Phase 2 work includes, but is not limited to:

**1. Program Management Activities and Responsibilities:**

- A. Work with City of Turlock Staff, City of Turlock's integration consultant (Confluence Engineering Group), and SRWA's General Manager to manage work efforts and define the resources needed to execute the entire Project in a timely manner;
- B. Coordinate regular monthly (or as needed) internal program/project team meetings to monitor work progress, coordinate joint decisions to facilitate progress as the project unfolds, and provide the basis for keeping stakeholders and policy-makers apprised of progress, engaged and making decisions to continue to move the project forward;
- C. Coordinating activities of sub-consultants, if any;
- D. Maintaining and tracking schedule and budget; and

- E. Establishing a public outreach plan and also web-based sites for document sharing and other general project team communications (for both internal and public access).
2. **Preliminary Design/Facility Planning:** Conduct preliminary design and facility planning for the Project.
  3. **Engineering Design Services and Engineering Services During Construction:** Provide professional engineering design, biddable plans and specifications, addenda, bid proposal review, and engineering services during construction, including, but not limited to, conformed plans and specifications, submittal review and approval, and responses to Requests for Information. *This task shall be used as the basis for the proposal and evaluation.*
    - **\*Alternative Project Delivery Method.** If an alternative project delivery method is selected as a result of Phase 1, the consultant shall prepare all appropriate documents (including but not limited to Request for Proposals, Bridging Documents, etc.), and work in the capacity of owner's advisor, to ensure that the Project is delivered pursuant to the selected Alternative Delivery Method. *This alternate task (if determined to be the best approach in Phase 1, shall be a negotiated item (scope and cost) and be agreed upon by staff and the consultant, and approved by City Council prior to proceeding.*
  4. **Construction Management Services:** Provide construction management services during construction of the Project and Project closeout.
  5. **Identification of required regulatory permits:** Identify and assist with the submittal of necessary permits for construction and operation of the project, which shall include, but not be limited to, the Division of Drinking Water Domestic Water Supply Permit, the National Pollutant Discharge Elimination System (NPDES) Permit for Construction, environmental permits not obtained by others, City of Turlock encroachment permit, and Stanislaus County encroachment permit.
  6. **Design Meetings and Submittals:** Conduct regular design meetings with City Staff as needed, submit RFPs, design documents, 50% and 95% plans for City staff review and comment, submit specifications and engineering cost estimates with 95% plans, and submit 100% plans, specifications and cost estimates in both electronic and hard copy formats
  7. **Utility Coordination:** Provide the necessary utility coordination for the entire Project.
  8. **Right-of-Way:** The City of Turlock has begun initial discussions with the owners of 3500 N. Quincy Road for a partial acquisition consisting of 6.14 acres

of land. The property owners appear to be willing sellers, though an offer has not yet been transmitted. An appraisal of the partial acquisition has been prepared for the City of Turlock by Associated Right of Way Services (ARWS) dated April 2017 and is available upon request. The consultant shall confirm if the amount of land will accommodate the infrastructure needed for the build out capacity of Turlock's share, prepare a plat and legal description of the proposed acquisition area, contract with ARWS to update the appraisal, including required temporary and permanent easements, and perform right of way and acquisition services necessary to provide sufficient right of way for the project. Also identify any easements needed within roadways to connect the improvements to be constructed at 3500 N. Quincy Road to the City's existing distribution system.

- 9. Assist in discussions with SRWA and project partners:** As directed by the City, participate in meetings with the SRWA and Project Partners regarding integration with the SRWA Surface Water Project implementation.
- 10. Schedule development:** Develop a detailed project schedule and update the schedule as decisions are made regarding project size, project delivery method, etc.
- 11. Engineering Capital Project cost estimates:** Provide detailed engineering cost estimates for the entire project in sufficient detail to provide an understanding of the cost of each part of the Project.
- 12. Project Commissioning:** Provide oversight and monitoring of start-up and commissioning activities for conformance with the project goals.

## **Work Performed By Others**

The following work will be performed by others.

### **West Yost Associates**

West Yost Associates is under contract with SRWA to provide program management services for the Raw Water Pump Station, Water Treatment Plant, and finished water mains delivering treated surface water to a single location for both Ceres and Turlock. A description of West Yost Associates scope of work (agreement and amendments, with exhibits) are available upon request.

### **Confluence Engineering Group**

Confluence Engineering Group is under contract with the City of Turlock to assist with system chlorination and surface water integration by studying the existing distribution

system, compare surface and groundwater quality, development of main cleaning and flushing, bench scale testing for groundwater chlorination and surface water introduction, developing a surface water introduction plan, and a corrosion control treatment plan. A description of Confluence's scope of work (agreement with exhibits) is available upon request.

### **City of Turlock and staff**

- Provide available data records
- Attend project meetings
- Rank, interview, and select proposed consultants
- Write City Council staff reports to execute agreements and amendments as needed
- Payment for right of way acquisitions

### **Proposal Submittal Requirements**

Proposals must comply with the requirements specified in the section of this RFP entitled "Proposal Submittal Requirements." The scope of services that the prospective consultant must provide as part of the agreement with the City is specified in the section entitled "Scope of Services." City staff will recommend that the City Council award an agreement to the consultant(s) based on the criteria specified in the section of this RFP entitled "Selection Criteria" and interviews if held.

Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFP. The consultants shall hand-deliver or mail three (3) printed, bound copies of their proposal as well as one (1) electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to the City at the address listed on the front page of the RFP so that the proposal is received no later than the date and time specified. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected. All materials submitted will become property of the City and returned only at the City's option.

Each proposal must contain a statement of qualifications that includes the following information:

- Cover Letter - The cover letter should introduce the firm, briefly indicate the type of services provided, and highlight the qualifications of the key project team members envisioned to work on such projects. Actual or potential sub-consultants shall also be

identified and any other information pertinent to the firm's qualifications may be indicated as well.

- Background – Provide a narrative background of the company and its organization.
- General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work.
- Services – Provide a list of available services provided by the firm.
- Proposed Scope of Services for Phase I and Phase II - The proposed scope of services must provide a description of the intended approach to efficiently and effectively implement these types of projects to meet the City's needs. The proposed scope of services shall include the firm's understanding of the desired work, a proposed work plan reflecting the provided approach to track, report and effectively and efficiently complete the work, and a listing of the expected project deliverables associated with each work task. The consultant shall also specify the expected data needs and level of support from City staff. Provide regular monthly, if not more frequent, written updates on the progress of the project work, schedule, and fees incurred. In these updates, deviations in the project scope of services, schedule, or fees shall be identified and reported to the City's project manager immediately.
- Firm Experience – Describe the experience of the firm. Specifically note experience in conducting similar projects of this nature.

The consultant's experience shall, at a minimum, include representative projects with a similar scope of work. For the prime consultant, and any sub-consulting firms, please provide the following information:

- Length of time in business
- Names of principal(s) indicating their academic training, experience, and any professional registrations or certifications
- Office address(es) from which services are expected to be provided, including available manpower, which general tasks, and percentage of work to be performed
- Listing of a minimum of three (3) completed projects of similar Integration or Corrosion Mitigation studies over the last ten (10) years including the

general scope, consultant fee, completion date, along with the name, address, and phone number of a knowledgeable owner or client representative

- Key issues, unique circumstances, or challenges for each project, and how they were resolved
- Specialty areas addressed and sub-consultant involvement

## 1. Project Team Experience

The firm's Project Manager (PM) is defined to be the individual who is directly responsible for overall project management and coordination of the required services. The Proposal shall include the following information (may be in résumé form, but not required) demonstrating the PM, PE(s), and other key personnel's knowledge, experience, and availability:

- Name, title, years of experience with the prime consultant's firm, and years of experience with other firms
- Education, degrees, and type of work specializations
- Active professional registrations in which state(s) and in what discipline(s)
- Summary of the qualifications and representative experience for completed projects of similar scope, size, and complexity that would demonstrate experience in being able to complete public works projects, all completed in California within the last five (5) years. Additionally, provide information on all projects that are currently in progress to which the individual is committed, the level of commitment, and when that commitment is expected to end. For each completed project, please include:
  - Job title and consultant services for which the individual was directly responsible for and/or functions performed
  - General project description, key issues, dollar amount of the contract, and completion date
  - Firm the individual was employed with during each project experience
  - Owner name, address, and phone number of knowledgeable representative
- References – Provide three (3) or more references for three (3) or more separate projects that can supply information on the quality of construction management services provided by your firm within the last eight (8) years. Provide the name or title of the projects, the location of the projects, the name of the contracting agencies, the total project budget, a brief project description, and agency contact information.

- Pending Claims and Litigation – The consultant shall provide a statement of all claims/litigation (pending as well as finalized) the consultant has been involved with in the past five (5) years.
- Proposed Compensation for Phase I and Phase II – Provide the proposed compensation by hourly rates or extended costs for each of the team members that will be assigned to work on these services. The cost proposal shall identify the firm's:
  - Overall multiplier rate
  - Labor charge out rates by positions
  - Direct expenses (i.e., travel, high-end computer use, printing, etc.)
  - Other costs not identified above

Each proposal must include a detailed scope of services that includes the following information:

- Provide a detailed scope of services for the proposed work
- Describe the approach for completing the scope of services
- Identify the key employees that will make up the proposed team and other teams necessary to complete the scope of work, and describe qualifications of said team(s). The team(s) shall remain consistent throughout the life of the project, exceptions may be approved in writing by the City
- Describe the methods and practices used to mitigate unreasonable design, construction costs and schedule overruns
- Describe the method of project status reporting
- Describe the firm's concept of the role of Project Manager and how that role is implemented in projects designed by your firm and in projects designed by other firms
- Describe the method to be utilized to ensure the tasks stay within the budget and on schedule
- Provide a detailed cost by position for consultants staff assigned to the projects

Each proposal must identify any sub-consultants to provide services for the project and include a brief statement of qualifications for each sub-consultant.

The consultant may submit a proposal organized according to their preference, provided it meets the requirements of the RFP. Resumes and a company qualification brochure may be added, provided they are located in an appendix at the back of the proposal.

Should a consultant have concerns about meeting any requirements of this RFP and agreement they shall include a clearly labeled subsection within an appendix with individual statements

specifically identifying their concerns and exceptions. If no exceptions are stated, it is assumed that the consultant understands all of the requirements of the RFP and agreement attached hereto and takes no exceptions to them. This RFP and the consultant's proposal shall be included as exhibits to the executed agreement to establish the scope of work of the contract.

## **Selection Criteria**

It is the City's intention to select a firm or firms that has sufficient expertise to complete the work on time and within budget. However, the City reserves the right to reject all proposals or select and contract with more than a single firm for the specified services.

City staff will exercise discretion and judgment in evaluating proposals. Qualifying proposals will be scored based on the following factors, with a maximum scoring potential for each factor as shown, and a maximum potential score of 50 points.

1. Select proposals which qualify based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
  - a. Experience of the Consultant and staff selected to provide the specified services (15 pts)
  - b. Record of the Consultant in accomplishing similar work within the required time, and within any established budget (15 pts)
  - c. Technical approach (10 pts)
  - d. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.] (3 pts)
  - e. Extent of Consultant's organization (3 pts)
  - f. Cost (4 pts)
  
2. City staff will review and rank the all proposals received from consultants for the work type specified within this RFP.

Once submitted, all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

The City may hold interviews with top ranking consultants. These interviews will be held solely at the discretion of the City and after the initial proposal scoring. The interviews, if held, are to be attended by representatives of the City as well as the consultant's team proposed to be utilized on this project. Interviews, if held, will be used to gain further insight into the consultant's capabilities for the purpose of making a selection recommendation to the City Council. Tentative placeholder date for interviews if held is the week of September 3-7, 2018.

## **Assumptions**

With City Council approval, a successful consultant or consultants shall be awarded a contract for these services. At the discretion of the City, deliverables shall be provided to the City in the form of hard copies as well as electronic copies for all specifications, reports, and all documents, including but not limited to: plans, analysis, specifications, studies, and any necessary technical data.

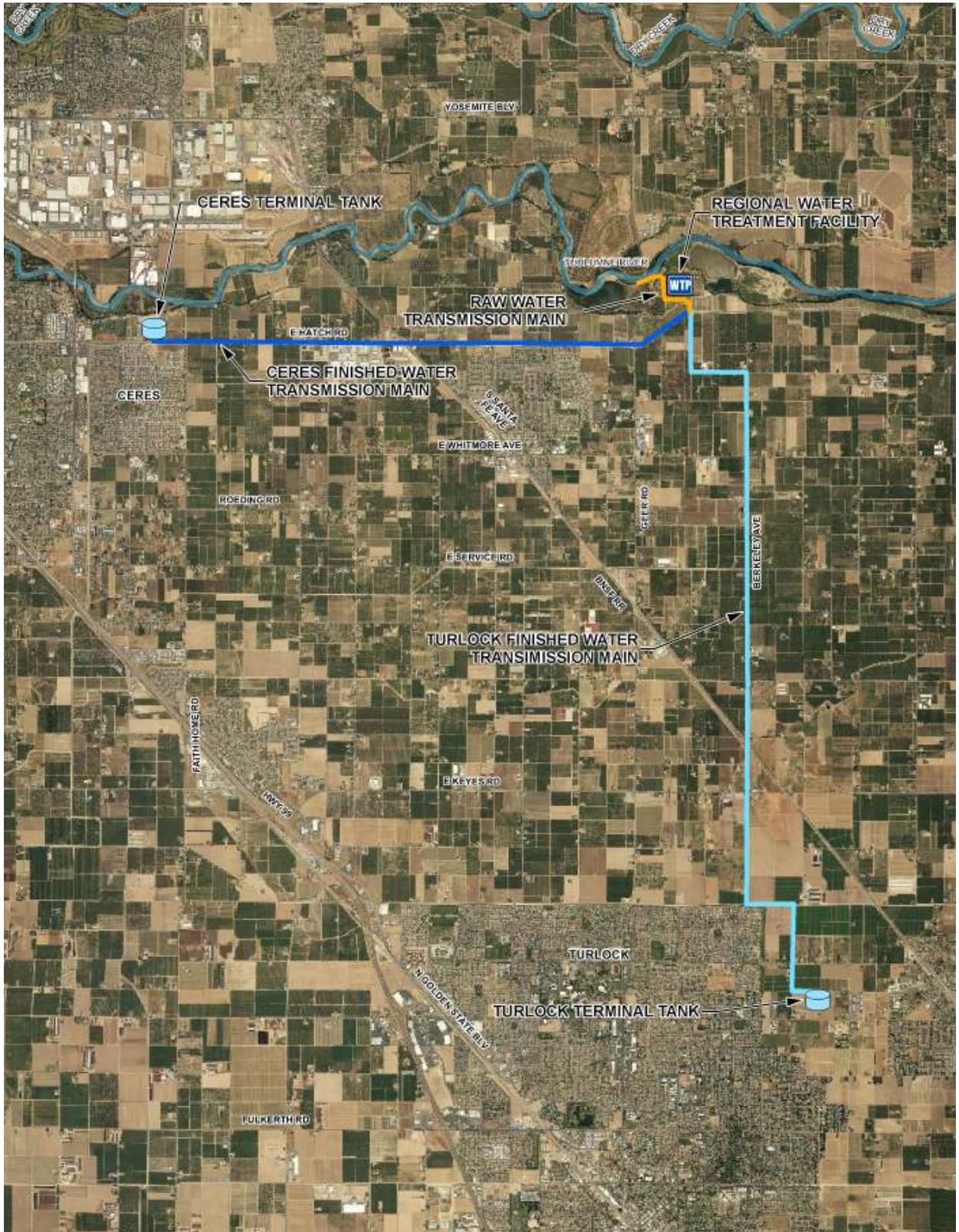
The Municipal Services Director, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The City will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, abilities and overall professional qualifications. The City reserves the right to enter into agreements with multiple consultants.

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFP. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least (72) hours prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. The City will not respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this does not provide prospective consultants enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

**END OF REQUEST FOR PROPOSALS**



**CONCEPTUAL WTP LOCATION AND TRANSMISSION MAIN ALIGNMENTS**





CONCEPTUAL SITE LAYOUT



**AGREEMENT FOR SPECIAL SERVICES**  
between  
**THE CITY OF TURLOCK**  
and

\_\_\_\_\_

For

**PROGRAM MANAGEMENT SERVICES FOR DESIGN, ENGINEERING SERVICES DURING CONSTRUCTION, AND CONSTRUCTION MANAGEMENT SERVICES**  
**FOR**  
**SURFACE WATER DISTRIBUTION SYSTEM IMPROVEMENTS**

\_\_\_\_\_

RFP NO. 18-039

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**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "CONSULTANT."

**WITNESSETH:**

**WHEREAS**, in accordance with California Government Code §37103, CITY has a need for \_\_\_\_\_; and

**WHEREAS**, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

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

**1. SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit \_\_\_\_\_. CONSULTANT shall provide Services that are acceptable to CITY.

**2. PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

**3. SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

**4. COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit \_ as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit \_ and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the total amount of this Agreement exceed \_\_\_\_\_ and No/100<sup>ths</sup> Dollars (\$\_\_\_\_\_). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(a) (1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(b)

(c) (2) CITY shall normally pay by voucher or check within ten (10) working days after each City Council meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(d)

(e) (3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(f)

(g) (4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(h)

(i) (5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

**5. TERM OF AGREEMENT:** This Agreement shall become effective \_\_\_\_\_ and end \_\_\_\_\_, subject to CITY's availability of funds.

**6. EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONTRACTOR will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONTRACTOR's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

**7. INSURANCE:** CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this 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 by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) **General Liability Insurance:** CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. CONSULTANT's general liability policies shall be primary and not seeking contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) **Workers' Compensation Insurance:** CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) **Auto Insurance:** CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) **Builder's Risk Insurance:** Upon commencement of construction and with approval of City, CONSULTANT shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. CONSULTANT shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) **Contractors Pollution Insurance:** Pollution Coverage shall be provided on

a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than one million dollars (\$1,000,000) per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(f) Professional Liability Insurance: When applicable, CONSULTANT shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(g) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(h) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(i) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII or with an insurer to which the City has provided

prior approval.

(j) Verification of Coverage: CONSULTANT shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(k) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(l) Subcontractors: CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(m) Surety Bonds: CONSULTANT shall provide a Performance Bond and a Payment Bond.

## 8. INDEMNIFICATION:

**Indemnity for Professional Liability:** When the law establishes a professional standard of care for CONSULTANT's Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the CONSULTANT (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the CONSULTANT (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. CONSULTANT shall not be obligated to defend or indemnify CITY for the CITY's own negligence or for the negligence of others.

**Indemnity for other than Professional Liability:** Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or agency for which CONSULTANT is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONSULTANT.

**9. INDEPENDENT CONTRACTOR RELATIONSHIP:** All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**10. VOLUNTARY TERMINATION:** CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT.

**11. TERMINATION OF STATED EVENT:**

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

**12. CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

**13. NONDISCRIMINATION:** In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

**14. TIME:** Time is of the essence in this Agreement.

**15. ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

**16. OBLIGATIONS OF CONSULTANT:** Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

**17. OWNERSHIP OF DOCUMENTS:** All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

**18. NEWS AND INFORMATION RELEASE:** CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

**19. INTEREST OF CONSULTANT:** CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

**20. AMENDMENTS:** Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

**21. PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

**22. CERTIFIED PAYROLL REQUIREMENT:** For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

**23. PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**24. WAIVER:** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**25. AUDIT:** CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

**26. GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.

**27. HEADINGS NOT CONTROLLING:** Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**28. COMPLIANCE WITH LAWS:** CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

**29. CITY BUSINESS LICENSE:** CONSULTANT will have a City of Turlock business license.

**30. ASSIGNMENT:** This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

**31. RECORD INSPECTION AND AUDIT:** CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

**32. EXCLUSIVE USE:** Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

**33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

**34. NOTICE:** Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

**for CONSULTANT:** \_\_\_\_\_  
\_\_\_\_\_  
**PHONE:** \_\_\_\_\_  
**FAX:** \_\_\_\_\_

**for CITY:** **CITY OF TURLOCK**  
**ATTN:** \_\_\_\_\_  
**ENGINEERING DIVISION**  
**156 SOUTH BROADWAY, SUITE 150**  
**TURLOCK, CALIFORNIA 95380-5454**  
**PHONE: (209) 668-5599 Ext. \_\_\_\_\_**

FAX: (209) \_\_\_\_\_

**35. CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

Name of City Employee  
Department  
156 S. Broadway, Suite \_\_\_\_  
Turlock, California 95380-5456  
or 244 N. Broadway  
Turlock, California 95380-4737  
Telephone: (209) 668-\_\_\_\_\_  
E-mail: \_\_\_\_\_@turlock.ca.us

**36. PERFORMANCE BY KEY EMPLOYEE:** CONSULTANT has represented to CITY that \_\_\_\_\_ will be the person primarily responsible for the performance of the services referred to in this Agreement. CITY has entered into this Agreement in reliance on that representation by CONSULTANT. CONSULTANT therefore agrees that \_\_\_\_\_ percent (\_\_\_\_%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

**CITY OF TURLOCK, a municipal corporation**

By: \_\_\_\_\_  
Gary Soiseth, Mayor  
or  
\_\_\_\_\_  
Robert C. Lawton, City Manager

Date: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

By: \_\_\_\_\_  
Nathan Bray, Interim City Engineer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jose M. Sanchez, Interim City Attorney

ATTEST:

By: \_\_\_\_\_  
Jennifer Land, City Clerk

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_