

Request for Proposal

Consulting Services for Sanitary Sewer I/I Reduction Study

May 2014

**City of Folsom
50 Natoma Street
Folsom, CA 95630**

**REQUEST FOR PROPOSAL
CONSULTING SERVICES FOR
SANITARY SEWER I/I REDUCTION STUDY**

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I. INTRODUCTION

The City of Folsom (City) wishes to engage a consultant to provide professional services to conduct a Sanitary Sewer Inflow and Infiltration (I/I) Reduction Study (to be referred to as Smoke Testing) including an I/I survey and data analysis report for selected basins in the City's wastewater collection system.

The initial services will include the work described under Project Description and Scope of Services below. The City may elect to extent the agreement with the selected consultant to perform additional Smoke Testing work.

II. BACKGROUND

The City of Folsom (City) is located in Sacramento County, approximately 20 miles east of the City of Sacramento. Adjacent to the American River, Folsom Reservoir (Lake), and Lake Natoma, the City has various environmentally sensitive creeks within its boundaries. The City is approximately 15 square miles in area. The City's approximate population is approximately 70,000, with 20,000 service connections. The City expects continued growth, with build out connection expected to reach approximately 31,000 connections.

The City has a total of 16 sewer drainage basins that include approximately 5059 manholes and 250 miles of pipelines as part of the collection system. The City conducts Smoke Testing for the entire system every 10 years, and the current schedule is to complete these studies for all of the City's drainage basins by the end of 2016.

III. PROJECT DESCRIPTION AND SCOPE OF SERVICES

The Request for Proposal (RFP) requests for consultants to provide professional services to conduct a Sanitary Sewer I/I Reduction Study including an I/I survey and data analysis report for selected basins in the City's wastewater collection system.

PROJECT DESCRIPTION

The following sewer drainage basins are scheduled to be tested in 2014.

Basin Number	Total Pipe Length (ft)	Pipe Size Range (in)	Number of Manholes
4	60,923	4-36	222
7	69,063	4-15	289
10	44,613	6-24	135
13	67,957	6-33	263
14	32,452	6-27	106
Total	275,008	4-36	1,015

See attached map for locations. The selection of these basins was based on previously measured levels of wet-weather induced inflow and infiltration.

SCOPE OF SERVICES

The minimum requirements of the study shall include the following:

PART A – I/I IDENTIFICATION

The consultant's project manager will meet with the City for a project kick-off meeting and monthly progress meetings thereafter.

Consultant will provide experienced and highly qualified field technicians to implement all phases of the I/I identification work. Consultant will also implement and oversee the development of the inspection database including data entry, review of the I/I and defect database for accuracy/omissions, follow-up re-inspection, QA/QC, and report preparation. **The database must be compatible with Lucity. All photographs and data collected during all phases of the field investigations will be formatted for direct import into the City's Lucity software.**

1. I/I Smoke Testing

All sanitary sewers in the collection system within the designated flow basins will be smoke tested in order to locate sources of rainfall dependant inflow and infiltration (RDII). **RDII sources, such as curb inlets and direct and indirect storm connections, will be identified by the presence of smoke.** At a minimum, the consultant shall provide one (1) crew chief, two (2) field technicians, one (1) field vehicle, and all other necessary equipment for performing Smoke Testing and traffic control. To assist the selected consultant, the City will provide one (1) field technician to assist as a Project Manager for notifications and traffic control. Only one field crew shall be mobilized at any given time.)

All line segments shall be isolated prior to testing. The Consultant will use standardized field forms for entry into the database and **digital photos of all observed I/I defects.** Each photograph and field data shall be properly annotated and attached to the specific I/I test record for direct input into the City's Lucity software. All photographs of observed defects shall clearly show, at a minimum, two identifying permanent features. Offset distances and approximate stationing along the main sewer alignment shall be established and recorded on the field forms of all public I/I defects.

A public relations program will be also prepared and submitted to the City for approval before actual testing begins. The program will include sample documents including website notifications, City of Folsom Fire and Police Department notification and maps, door hanger notices, and letters of introduction. All door-to-door notices will be distributed no more than 7 days or less than 48 hours prior to actual performance of the I/I testing. Notices will be provided by Consultant and distributed by the field crews, and will state approximate times and dates. A weekly schedule will be submitted each Monday to the City by the consultant for the following week. The consultant shall notify the City Fire and Police Departments at the start of each working day at City Hall.

2. Defect Recommendations

Once pipe defects have been identified from I/I testing, Consultant will analyze and create a report that lists line segments recommended for further inspection or attention.

PART B – COST-EFFECTIVENESS ANALYSIS

The I/I data collected under Part A and the flow monitoring results provided by the City will be evaluated.

1. I/I Data Analysis

All I/I-related defects identified under Part A will be analyzed by Consultant. For each defect, a flow rate based on site-specific conditions identified in the field will be compared to the cost of removing that particular defect. Therefore, the analysis will be specific to recent sewer renewal programs in Northern California.

Where defects are inflow-related, Consultant will compute a flow rate based on tributary area, rainfall intensity, and runoff coefficients. I/I defects from the private sector (i.e. downspouts, uncapped cleanouts, yard drains, etc.) will also be included in the I/I analysis.

A final listing will be produced by Consultant which will rank each I/I-related defect. The listing will also show cumulative cost and I/I removal.

2. Cost-Effectiveness Analysis

Consultant will then develop a cost curve for I/I elimination vs. incremental I/I removal. Consultant will identify the optimal I/I removal level from the cost curve. Cost-effectiveness analysis will include preliminary manhole and line rehabilitation schedules and the recommended private-sector I/I elimination schedules.

PART C – FINAL RECOMMENDATIONS AND IMPLEMENTATION

The final phase of the analysis will include a final report for the project. The final report will include Consultant's recommendations to implement I/I reduction programs in both the public- and private-sector, **specific methodologies for manhole and pipeline renewal**, and additional program elements to significantly reduce and control SSOs in the collection system.

1. Draft Report

Consultant will prepare a draft report containing a listing of recommendations for I/I removal and sewer renewal as well as maps identifying the location of defects, rehabilitation and structural recommendations and new manholes and line segments identified during I/I testing. The report will contain a prioritized listing of identified I/I defects. Recommendations for additional structural rehabilitation will be provided. The report will be organized as follows:

- i. *Executive Summary*: Findings, conclusions, and recommendations.
- ii. *Introduction*: Historical background of sanitary sewer system, problem areas, reported SSOs and backups, existing conditions, study area characteristics, purpose of study, scope of study, demographic data and forecasts.
- iii. *Field Activities*: Summary of field activities, including I/I testing. Results of I/I quantification and identified structural rehab needs.
- iv. *Analysis*: Summary of cost-effectiveness analysis including recommendations for
 - I/I elimination (public and private sectors),
 - structural rehabilitation requirements
 - identified sewers for routine maintenance, and
 - follow-up implementation schedule to supplement the current Master Plan.

Five (5) copies of the draft report will be submitted to the City for review and approval.

2. Review Meeting

Consultant's project manager will meet with the City to review the draft report. Following the review meeting, revisions and modifications will be made to the draft report. The minutes of the meeting will be well documented by Consultant.

3. Final Report

Consultant will prepare a final report of the Smoke Testing work. Five (5) copies of the final report will be submitted in hard copy as well as one (1) copy in electronic format. The original set of all field forms will be submitted to the City as well as electronic files compatible with the City's Lucity software. Consultant will retain a complete copy of the Support Data to enhance its ability to respond to future questions regarding the study and follow-up rehabilitation implementation. **In addition, all data files collected during the analysis will be delivered to the City for installation by the City on the City's designated computer. The Consultant will be required to ensure successful data transfer into the City's Lucity software.**

IV. SCHEDULE

The following table identifies the estimated schedule for receipt, evaluation, and award of this work:

Description	Date
RFP Issued	May 2, 2014
Deadline for Written Questions	May 16, 2014
Proposal Due Date	May 23, 2014
Notice to Proceed	Target July 2014
Complete Part A Field I/I Testing	Late October, 2014
Complete All Tasks	December 31, 2014

Timeframe during which Part A Field I/I Testing can be performed is dependent on groundwater infiltration which is dependent on rainfall and other weather-related conditions. The City shall have the sole right to suspend field testing based on environmental conditions, and such work shall only be resumed when conditions for testing become suitable.

V. CONTACT

The primary contact person for this selection process is Roger Kohne. His contact information is as follows:

Roger Kohne, P.E.
Senior Civil Engineer
City of Folsom – Environmental and Water Resources Department
50 Natoma Street
Folsom, CA 95630
(916) 351-3455
E-mail: rkohne@folsom.ca.us

VI. SUBMISSION OF PROPOSAL

Firms must submit five (5) copies of their proposal no later than 2:00 p.m. on Friday, May 23th, 2014. If mail delivery is used, the Consultant should mail the proposal early enough to provide for arrival by this deadline. Consultants that choose to use mail or courier service do so at their own risk. The City will not accept any proposals after the deadline date and time, regardless of the circumstances.

Firm shall submit proposals to the City Clerk's Office, 2nd Floor:

Attention: Roger Kohne, P.E.
City of Folsom
Environmental & Water Resources Department
50 Natoma Street
Folsom, CA 95630

Submittals shall be delivered marked:

PROPOSAL FOR: CONSULTING SERVICES FOR SANITARY SEWER I/I REDUCTION STUDY

By submitting a proposal, the Consultant certifies that his or her name, as well as subcontractors does not appear on the Controller General's list of ineligible contractors for federally assisted projects.

Until award of the contract, the City will hold proposals in confidence and unavailable for public review. Upon award of a contract to the successful team, the City will consider all proposals as public records. No proposal will be returned after the date and time set for opening thereof.

VII. GENERAL CONDITIONS

A. Limitations

This RFP does not commit City to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services or supplies. City expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. City reserves the right to withdraw this RFP at any time without prior notice. Further, City reserves the right to modify the RFP schedule described above.

B. Award

City may ask RFP finalists to present oral briefings of their proposals. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. City also reserves the right to award the contract

without discussion, based upon the initial proposals.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by City and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of City shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-contractual Expense

Pre-contractual expenses are expenses incurred by proposers and selected contractor in:

1. Preparing proposal in response to this RFP
2. Submitting proposal to City
3. Negotiations with City on any matter related to proposal
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement

In any event, City shall not be liable for any pre-contractual expenses incurred by any proposer or selected consultant. Consultants shall not include any such expenses as part of the price proposed in response to this RFP. City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal will also provide the following information: name, title, address and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation and be signed by this person.

G. Other

When a consulting services agreement is approved for a project by the City Council, the agreement will include language that requires payment of Prevailing Wage Rates to its employees and those of subcontractors for work covered by the Prevailing Wage requirements set forth in Section 1770 of the California Labor Code.

VIII. PROPOSAL CONTENT AND ORGANIZATION

Proposals will only be considered responsive if they include the following:

1. Ability of the firm to conduct the study.
 - a. Previous project experience of similar scope and size
 - b. Equipment and resources
 - c. Availability of staff
 - d. Location of key personnel assigned to the project.
2. Experience of the personnel to be involved in the project.
 - a. Resumes of key personnel assigned to the project
 - b. Discussion of the role of the Consultant's project manager
 - c. Experience with issues unique to SMOKE TESTING work
3. Detailed discussion and approach to the project.
 - a. Scope and sequence
 - b. QA/QC plan
 - c. Services requested of the City
 - d. Project deliverables
 - e. Safety protocol
 - f. Process for uploading field data to City's Lucity program
4. Proposed study schedule including milestones
5. Project budget.

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses, which allow the City to understand your firm's experience and qualifications.

IX. PROPOSAL EVALUATION AND SELECTION

The consultant's proposal should be concise and complete, covering all items identified above, emphasizing an understanding of the project and the resources to perform the intended work. Proposals will be evaluated by City of Folsom staff and may be followed with interviews with the identified project team of the top ranked proposals if deemed necessary.

Following selection of the successful proposal contract negotiations will take place with the consultant. If a contract cannot be negotiated, the negotiations will be terminated and the City will have the option to negotiate with the second best proposal.

X.SAMPLE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

Attached.

XI. FORMS

Attached.



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

CITY OF FOLSOM

_____ Department

**CONSULTANT AND PROFESSIONAL
SERVICES AGREEMENT**

This Agreement, for reference dated _____ is made by and between the City of Folsom, a Municipal Corporation, hereinafter referred to as "City" and _____, a _____, hereinafter referred to as "Consultant."
(Sole Proprietorship, Partnership, Corporation, Limited Liability Company)

WITNESSETH:

WHEREAS, City desires to hire a consultant to _____
_____; and,

WHEREAS, Consultant, by reason of its qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, City and Consultant agree as follows:

1. Scope of Service

The scope of service covered by this Agreement includes all consulting services described and contained in Exhibit A, attached hereto and by this reference incorporated into this Agreement.

2. Term of Agreement

This Agreement shall be effective as of the date executed by all parties and approved as to form by the City Attorney and shall continue until all services provided for in this Agreement have been performed unless otherwise terminated as set forth in Paragraph 17 of this Agreement.

3. Schedule for Performance

City and Consultant agree that time is of the essence in the performance of this work, and Consultant agrees to produce documents in the times stated in the Proposal. Deviations from the time schedule stated in the Proposal may be made with the approval of the _____ Director, or his/her authorized representative.

4. Compensation

Compensation for the services shall be paid on a time-and-materials, not-to-exceed basis. The maximum compensation for the services specified in Exhibit A, including any and all costs or expenses, is \$_____. In the event the cost for services exceeds \$_____, Consultant agrees to complete all services enumerated in Exhibit A at no additional expense to City.

The City shall have the right to review all books and records kept by the Consultant and any subcontractors in connection with the operation and services performed under this Agreement. The City shall withhold payment for any expenditures not substantiated by Consultant's or subcontractor's books and records. In the event the City has made payment for expenditures that are not allowed, as determined by the City's audit, the Consultant shall reimburse the City for the amount of the disallowed expenditures. City shall make no payment for any services not specified in Exhibit A of this Agreement unless such additional services and the price thereof are agreed to in writing and approved by the City prior to the time that such additional services are rendered.

5. Invoicing, Payment, Notices

A. Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. Invoices shall describe the services performed and costs incurred, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. Consultant shall transmit invoices and any notices required by this Agreement, to City as follows:

Department of _____
City of Folsom
50 Natoma Street
Folsom, California 95630

C. City shall transmit payments on invoiced amounts, and any notices required by this Agreement to Consultant as follows:

Telephone: _____

6. Professional Services

[Consultant is a _____, licensed by the State of California.] Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this

Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of the City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

7. Independent Contractor

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. 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.

8. Authority of Consultant

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. Conflict of Interest

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest required by either City ordinance or State law.

10. Assignment and Subcontracting

Except as expressly authorized herein, Consultant's obligations under this Agreement are

not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City.

11. Ownership of Work Product

All technical data, evaluations, reports, plans and other work products of Consultant provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Consultant may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

12. Indemnification

Consultant agrees to defend, hold harmless and indemnify City, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent acts and/or omissions of Consultant, its subcontractor, consultants, agents or employees. Consultant assumes no responsibility to indemnify City for the negligent acts or omissions of City, its officers, agents and employees.

13. Insurance

Consultant shall maintain and provide evidence of insurance coverage as set forth in Exhibit B that is attached hereto and incorporated herein by reference.

14. Employment Practices

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices. Consultant further agrees to comply with any additional requirements set forth in Exhibit C, which is attached hereto and incorporated herein by reference.

15. Licenses, Permits, Etc.

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

16. Records

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices.

17. Termination

A. City or Consultant may terminate this Agreement by providing thirty (30) days written notice prior to the effective termination date.

B. In the event of such termination, City shall pay Consultant for all services actually rendered up to and including the date of termination.

C. Consultant shall deliver to City copies of all drawings, reports, analyses, and investigations whether completed or not, prepared or in the process of being prepared under the provisions of this Agreement.

18. Amendments

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by all parties.

19. Miscellaneous Provisions

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.

B. Venue: This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.

D. Time: All times stated herein or in any other contract documents are of the essence.

E. Binding: This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be

invalidated due to the expiration, termination or cancellation of this Agreement.

20. Entire Agreement

This instrument and any attachments hereto constitute the entire Agreement between the City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

END OF TEXT - SIGNATURE PAGE FOLLOWS

EXHIBIT A

(Scope of Work)

See following pages.

EXHIBIT B

Insurance

During the term of this Agreement, Consultant shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence: One Million Dollars (\$1,000,000)

Products & Completed Operations: One Million Dollars (\$1,000,000)

Personal & Advertising Injury: One Million Dollars (\$1,000,000)

- e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).
- c. The limits of liability per accident shall not be less than:

Combined Single Limit One Million Dollars (\$1,000,000)

- d. If General Liability coverage, as required above, is provided by the Commercial General Liability form, the Automobile Liability policy shall include an endorsement providing automobile contractual liability.

3. Worker's Compensation

- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the contractor is a qualified self-insurer with the State of California), and Employers Liability coverage.
 - b. Employer's Liability Coverage shall not be less than the statutory requirements.
4. Professional Liability Insurance

If required, errors and omissions, malpractice or professional liability insurance with coverage of not less than \$1,000,000 per occurrence.

5. Other Insurance Provisions:

- a. The Consultant's General Liability and Automobile Liability shall contain the following provisions:
 - i. The City, its officials, employees, agents and volunteers shall be specifically named and covered as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the consultant. This shall be set forth in a separate additional insured endorsement in a form acceptable to the City Attorney.
 - ii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - b. For any claims related to the project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers and any City insurance shall be excess of the Consultant's insurance and shall not contribute to it.
 - c. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
 - d. The Consultant's Workers' Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
 - e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after **30 days prior written notice** by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.
6. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
7. The Consultant shall furnish the City with Certificates of Insurance and separate original additional insured endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, and any Supplementary Conditions, in a form acceptable

to the City Attorney. **The Consultant shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder.**

8. The Consultant shall report, by telephone within 24 hours, and also report in writing to the City within 48 hours, after Consultant or any Subconsultant or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the City or others, arising out of any work done by or on behalf of the Consultant as part of the contract.
9. Such report shall contain:
 - a. the date and time of the occurrence,
 - b. the names and addresses of all persons involved, and
 - c. a description of the accident or occurrence and the nature and extent of the injury or damage.
10. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
11. If the Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
12. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
13. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Subconsultants of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.

American Disabilities Act.

SMOKE TEST FORM

1. UPSTREAM MANHOLE:

DOWNSTREAM MANHOLE:

2. DATE: ____/____/____

INSPECTION CREW:

RESULTS:

OBS#	SOURCE ADDRESS/LOCATION (ALL POSITIVE AND SUSPECT)	RESULT	STATUS	SOURCE TYPE	SMOKE	AREA		RUN OFF	TV Y/N	ROLL/ PHOTO#
						FT	FT			
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

RESULT CODES

1. POSITIVE
2. SUSPECT
3. NEGATIVE
4. CANNOT TEST

STATUS CODES

1. PRIVATE
2. PUBLIC

SOURCE TYPE CODES

1. SERVICE LATERALS
2. TRANSITION JOINT
3. DRIVEWAY DRAIN
4. WINDOW WELL DRAIN
5. STAIRWELL DRAIN
6. AREA DRAIN
7. DOWNSPOUT
8. DOWNSPOUT CONNECT.
9. FOUNDATION DRAIN
10. BUILDING INSIDE
11. CATCH BASIN
12. STORM DITCH
13. STORM MANHOLE
14. MAIN SEWER
15. UPSTREAM MANHOLE
16. CLEANOUT
17. OTHER

SMOKE CODES

1. LIGHT
2. MEDIUM
3. HEAVY

RUNOFF CODES

1. 0% PAVED
2. 25% PAVED
3. 50% PAVED
4. 75% PAVED
5. 100% PAVED



COMMENTS _____
