Request for Qualifications

Water Treatment Plant
Polymer System Improvement Project

Engineering Design Services

August 2017

City of Folsom
50 Natoma Street
Folsom, CA 95630
I. INTRODUCTION

The City of Folsom (City) is interested in engaging consultants to provide engineering design services for the planning and design of the Water Treatment Plant Polymer Improvements Project as well as Actiflo and treatment evaluations. The project includes; planning; evaluation of alternatives, preparing engineering plans and specifications, constructability review, developing construction cost estimates and construction administration services.

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 20 square miles in area. Currently the City’s population is approximately 72,000 (excluding the Folsom Prison residents). The City expects continued growth, with build out population expected to reach approximately 111,000 residents.

The City currently supplies treated and untreated water to an array of residential, commercial, institutional, and industrial users for over 20,000 connections. The City operates a 10 MGD conventional pre-treatment system as well as an Actiflo system that consists of two 20 MGD trains. Plant staff operates and maintains a dry dynaBLEND polymer system, which feeds the two 20 MGD Actiflo system trains. If this polymer system fails, the City would be unable to produce 40 MGD of its design capacity of 50 MGD of potable water. The City will need to upgrade the Actiflo and polymer system to add reliability to the system and accommodate future buildout demands.

III. PROJECT DESCRIPTION

The City of Folsom is seeking qualifications for the planning, design, project bidding documents, and construction administration for the Water Treatment Plant Polymer Improvement Project as well as Actiflo and treatment evaluations.

This project includes upgrading the plant’s polymer system to add reliability as well as providing capacity for buildout flow demands. Planning level documents for the polymer, Actiflo, and treatment systems will be completed by the consultant, and full design, bid assistance and construction administration will be completed for the polymer system improvements. Full design for the Actiflo system will not occur during this design project.

See Attachment A for a map of the treatment plant and project location.

The consultant shall have qualifications and experience in designing Water Treatment Plant polymer, Actiflo, and treatment systems as well as general WTP experience. The Consultant should include at least five (5) similar polymer projects within the past ten (10) years. Also, the consultant should include Actiflo system and general water treatment experience.
IV. CONTACT

The primary contact person for this selection process is Jason Marks. His contact information is as follows:

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

V. SCOPE OF WORK

The intent of the project scope is to provide consulting design services for the preparation of Plans, Specifications, and Estimates (PS&E), and construction administration for the Water Treatment Plant Polymer Improvement Project. It is not intended to be a complete or exclusive list of the items needed for the Consultant to successfully complete the Project, but is intended as a guide to the Consultant. Please feel free to add or modify this list as you feel necessary to best reflect how you will complete all tasks required to complete this Project.

Task 1 – Pre-Design Technical Memorandum

1. Evaluate various polymer and Actiflo system alternatives and associated costs
2. Identify alternatives (sizing/methods of construction/location constraints)
3. Identify advantages and disadvantages of various identified alternatives
4. Identify preferred alternative
5. Prepare a technical memorandum detailing all alternatives evaluated and the selected alternative
6. Provide a constructability review of the proposed alternatives, including lay down areas, accessibility, equipment, treatment plant impacts, and impacts to residents

Task 2 – Design

1. Prepare the Plans, Specifications and Estimates (PS&E) for the WTP Polymer Improvement Project
2. Perform field visits and any geotechnical necessary for design
3. Coordinate plans with all affected existing and proposed pipelines and utilities within the treatment plant
4. If necessary, complete the environmental review and provide the documentation to be included with the project plans and specifications
5. Coordinate sequence of construction with WTP operators to reduce downtime and/or shutdowns.
Task 3 – Bid Phase Assistance

1. Upon dissemination of plans for bidding, the consultant will be responsible for coordination of the mandatory pre-construction meeting, answering questions by the contractors, and issuing any addendums to the contract documents.
2. The consultant will be responsible for evaluation of the bids for conformance with bid documents. The consultant will prepare the recommendation for contractor selection.

Task 4 – Construction Administration

1. Attend pre-construction meeting
2. Submittal and shop drawing review
3. Review and respond to Contractor’s Requests for Information (RFI) and Requests for Clarification (RFC)
4. At the completion of construction, prepare record drawings in AutoCAD and electronic file formats
VI. SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ)

Firms must submit five (5) copies of the SOQs no later than 4:00 p.m. on Friday, September 1, 2017. 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 SOQs after the deadline date and time, regardless of the circumstances.
Firm shall submit SOQs to the City Clerk’s Office, 2nd Floor:

Attention: Jason Marks
City of Folsom
Environmental and Water Resources Department
50 Natoma Street
Folsom, CA 95630

Submittals shall be delivered marked:

STATEMENT OF QUALIFICATIONS FOR:
WATER TREATMENT PLANT
POLYMER IMPROVEMENT PROJECT

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

VII. GENERAL CONDITIONS

A. Limitations
This request for qualifications (RFQ) 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 SOQs or to waive any irregularity or information in any SOQ or in the RFQ 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 RFQ at any time without prior notice. Further, City reserves the right to modify the RFQ schedule described above.

B. Award
City may ask RFQ finalists to present oral briefings of their SOQs and/or providing a full Request for Proposal. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their SOQs as may result from negotiations. City also reserves the right to award the contract without discussion, based upon the initial SOQs.

C. RFQ Addendum
Any changes to the RFQ requirements will be made by written addenda by City and shall be considered part of the RFQ. 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 RFQ, or any contract resulting from this RFQ.

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

1. Preparing SOQs in response to this RFQ
2. Submitting SOQs to City
3. Negotiations with City on any matter related to SOQs
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 RFQ. 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 RFQ.

F. Signature
The SOQ 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 SOQ evaluation and be signed by this person.

VIII. SOQ CONTENT AND ORGANIZATION

SOQs should be limited to specific discussion of the elements outlined in this RFQ. The intent of this RFQ is to encourage responses, which allow the City to understand your firm’s experience and qualifications for the Water Treatment Plant Polymer Improvement Project. The intent of the SOQ is for the Consultant to provide enough detail to establish a project understanding and qualifying experience. It is the intent of the City to interview and/or request a full proposal from a short list of Consultants from the SOQs; which will allow the Consultants to further expand their field of knowledge and project understanding.

Mandatory Submittal Layout
The organization of the proposal shall follow the general outline below:

A. Transmittal Letter
B. Introduction
C. Project Understanding
D. Consultant and Sub-Consultant Staff
E. Consultant Qualifications and References

F. Team Resumes

A. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consulting firm, and who may be contacted during the period of SOQ evaluation.

B. Introduction (up to 2 pages)

The proposer should demonstrate an overview of their firm’s adequate experience of the variety of potential types of work that may performed and an understanding of the role and relationships of your staff in the development of these potential projects.

C. Project Understanding (up to 5 pages)

This section should include a brief statement to show your experience and understanding of the potential projects and potential deliverables, including key issues and experience that your firm has encountered on previous projects that may set your firm apart.

D. Consultant and Sub-consultant Staff (up to 3 pages)

This section should describe the qualifications and experience of each professional who will participate in the project. An overall project manager must be designated, but the City understands that key staff will vary depending upon the services provided. Separate project managers for the various types of work are acceptable. Additionally, provide an organizational chart(s) showing the project manager and project staff. If separate teams/staff are utilized for the different work categories, please include an organizational chart for each Category. If a sub-consultant will be used, the organizational chart should indicate their role.

E. Consultant Qualifications and References (Up to 5 pages)

This section should describe the nature and outcome of projects previously conducted by the consultant related to the work described within the RFQ. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and proposed team members who performed the work.

F. Team Resumes

Include a one page (maximum) resume for each of the key project team members.
IX. SOQ EVALUATION AND SELECTION

A technical review committee made up of City Staff will evaluate the SOQs. Staff will create a “short list” of a minimum of three (3) proposers to provide the City with Request for Proposal (RFP) and/or oral interviews. Proposers, if necessary, will be telephoned and asked for further information. Previous clients may be called for referenced projects. The panel will make recommendations to the City Project Manager based on the SOQ, optional oral interview, and reference check. City reserves the right to select a consultant based solely on written SOQs, and not rely on RFPs or oral interviews.

Upon receipt of the SOQs, the City will perform the technical evaluation and scoring of each proposal. The criteria to help evaluate the SOQs will include the following considerations:

A. Recent relevant experience. (30 points)

B. Understanding of the background and requirements of the potential project and overall implementation. (20 points)

C. Qualifications and experience of the project management team that will be assigned to the Water Treatment Plant Polymer Improvement Project. (35 points)

D. References. (15 points)

The City reserves the right to rank proposals based on other criteria and factors. In the event the City judges multiple SOQ’s to be of equal value, interviews may be performed to further assess the proposals.

X. PROJECT SCHEDULE

The City anticipates that the preparation of the PS&E for this Project will take five (5) months to complete, subject to final negotiation between participating City staff and the Consultant. The following is the current schedule for the Project:

<table>
<thead>
<tr>
<th>Project Schedule</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release RFQ</td>
<td>August 2, 2017</td>
</tr>
<tr>
<td>Proposal Submission Date</td>
<td>September 1, 2017 @ 4:00 pm</td>
</tr>
<tr>
<td>Select Consultant</td>
<td>September 29, 2017</td>
</tr>
<tr>
<td>City Council Award of Contract</td>
<td>October 10, 2017</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>October 23, 2017</td>
</tr>
<tr>
<td>Pre Design Technical Memo</td>
<td>December 4, 2017</td>
</tr>
<tr>
<td>60% Design Submittal</td>
<td>February 2, 2018</td>
</tr>
<tr>
<td>90% Design Submittal / Cost Estimate</td>
<td>March 23, 2018</td>
</tr>
<tr>
<td>Final Plans, Specifications, and Estimate</td>
<td>April 27, 2018</td>
</tr>
<tr>
<td>Bidding/Engineering Services During Construction</td>
<td>May 2018</td>
</tr>
</tbody>
</table>
XI. DOCUMENT ATTACHMENTS

A. Water Treatment Plant Site Map
B. Sample consultant agreement

The RFQ and attached information is also available at:
https://www.folsom.ca.us/services/rfps_and_bids.asp
Attachment A

Water Treatment Plant Site Map
Attachment B
Sample Consultant Agreement
CITY OF FOLSOM
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT
AGREEMENT FOR DESIGN CONSULTING SERVICES WITH

____________________

This Agreement, for reference dated __________, 2015, is made by and between the City of Folsom, a Municipal Corporation, hereinafter referred to as "City" and ________________, a (California Corporation, Sole Proprietorship, Partnership, Limited Liability Company) hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, City desires ________________________; 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, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, City and Consultant agree as follows:

I. **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. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit A, the terms and conditions set forth in this Agreement shall prevail.

II. **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 XVII of this Agreement.

III. **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 and perform services in the times stated in the Proposal or within ________ (days/months) after Agreement is fully executed. Deviations from time schedule may be made with the approval of the ____________ Director.
IV. **Compensation**

Compensation for all of the services described and contained in Exhibit A shall be paid on a time-and-materials, not-to-exceed basis. The maximum compensation for all of 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 expenditure 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 unallowed 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.

V. **Invoicing, Payment, Notices**

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.

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

________________
City of Folsom
50 Natoma Street
Folsom, California 95630

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

________________
________________
________________
________________

VI. **Professional Services**

Consultant is an _________ firm, 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.

VII. Independent Contractor

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. Consultant shall be responsible for the payment of all taxes, workers’ compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, Consultant is to acquire same at its sole expense.

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

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

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. In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall further indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

VIII. Authority of Consultant

Consultant enters into this Agreement as an independent contractor and not as an officer, employee or representative of the City. Accordingly, Consultant shall provide information, recommendation, and advice to City, but shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity as agent, or to bind City to any obligations whatsoever.
IX. **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.

Neither this Agreement, any duties or obligations under this Agreement, nor the intention or expectations of the City will cause the Consultant to be a "public official" as that term is used in California Government Code section 87100. The City and Consultant agree that the Consultant is not a “public official” or “participating in governmental decisions” as those terms are used in section 87100. The City and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause the Consultant to be a “public official” or “participating in a governmental decision” as those terms are used in section 87100. Nothing in this Agreement shall be construed to be inconsistent with the Consultant’s status as an independent contractor.

X. **Assignment and Subcontracting**

Consultant’s rights, duties and obligations under this Agreement are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the _______________ Director.

This agreement shall constitute written approval for Consultant to subcontract with ___________________________ to perform the work specified in Exhibit A to this Agreement.

City does not assume any liability, duty or obligation to Consultant’s subcontractors, sub consultants, or agents, including but not limited to ___________________________ by execution or performance of this Agreement, and no subcontractors, sub consultants, agents or other parties, are third party beneficiaries of this Agreement.

XI. **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.

Both parties recognize that the City is a public entity subject to the requirements of the California Public Records Act (“PRA”). Consultant understands that the release
of any written, printed, graphic, or electronically recorded information and document delivered by Consultant to the City will be governed by the PRA and agrees that the release of such material pursuant to the PRA shall not require Consultant’s prior consent or approval.

XII. Indemnification

To the fullest extent permitted by law, Consultant agrees to immediately indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all claims, losses, liability, or damages that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Consultant, its subcontractor, sub consultants, agents, and employees (“Claims”). Consultant assumes no responsibility to indemnify City for the negligent acts or omissions or willful misconduct of City, its officers, officials, employees, agents, and volunteers. The Consultant’s obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant’s indemnification obligation shall be in proportion to the established comparative fault of Consultant.

The duty to defend is a separate and distinct obligation from Consultant’s duty to indemnify. Consultant shall be obligated to defend allegations of Consultant negligence, recklessness or willful misconduct, whether Consultant is specifically identified or not in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its council members, officers, agents and employees, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are partially responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts in a cross-claim, counter claim, third party complaint or defense (affirmative defense or by reference in the action) that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys’ fees and defense costs in proportion to the established comparative liability of the indemnified party.

XIII. Insurance

During the term of this Agreement, Consultant shall maintain insurance coverage as set forth in Exhibit B, attached hereto and incorporated herein by reference, at its own cost and expense.

XIV. 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.

XV. **Licenses, Permits, Etc.**

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain 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.

XVI. **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.

For consulting services related to engineering design, Consultant agrees to comply with the terms of Exhibit C that is attached hereto and incorporated herein by reference.

XVII. **Termination**

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

In the event of such termination, City shall pay Consultant for all services actually rendered up to and including the date of termination. Consultant shall deliver to City copies of all drawings, reports, analyses, and investigations whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

XVIII. **Amendments**

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

XIX. **Incidental Beneficiaries**

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Consultant that any such person or entity, other than City and Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

XX. **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.

G. Waiver: In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

XXI. Entire Agreement

This instrument and any attachments hereto constitute the entire Agreement between the City and Consultant concerning the subject matter hereof.

XXII. Authority to Execute

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

XXIII. Counterparts

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement.
All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

END OF TEXT - SIGNATURE PAGE FOLLOWS
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

______________________________ (If a corporation, must be signed by two officers of the corporation per Corporations Code section 313.)
A California Corporation

________________________________________
Date

________________________________________
Tax I.D. Number

________________________________________
Signature
Print Name
Title

CITY OF FOLSOM, A Municipal Corporation:

________________________________________
Date

Evert W. Palmer, City Manager

ATTEST:

Christa Freemantle, City Clerk
Date

James W. Francis, Finance Director
Date

FUNDING AVAILABLE:

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

______________________________
Date

Steven Wang, City Attorney

NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED. A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of consultant. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."
EXHIBIT A

SCOPE OF WORK

See the following pages.
EXHIBIT B
INSURANCE

NOTE: The word “Consultant” in this Exhibit refers to either “Consultant” or “Contractor” as the term is used in the Agreement/Contract to which this Exhibit is attached.

A. 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. 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.
   g. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

3. Workers’ Compensation
   a. Workers’ Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employer’s Liability coverage.
   b. Employer’s Liability Coverage with a limit not less than $1,000,000 per accident for bodily injury and disease.
   c. Consultant shall sign and file with the City department responsible for this Agreement/Contract the Worker’s Compensation Certificate contained in the Project Manual.

4. Insurance Required in the Supplementary Conditions: Consultant shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.

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

6. Other Insurance Provisions:
   a. The Consultant’s General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
      i. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement 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 in a form acceptable to the City Attorney.
      ii. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage, shall be provided to the City.
      iii. 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 General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its
officers, officials, employees, agents or volunteers shall be excess of the Consultant’s insurance and shall not contribute with 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.

7. Acceptability of Insurers: Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

8. The Consultant shall furnish the City with Certificates of Insurance and original 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, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. The Consultant shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.

9. The Consultant shall report, by telephone to the Project Manager within 24 hours, and also report in writing to the City within 48 hours, after Consultant or any Subcontractors 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.

10. 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.

11. 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.

12. If the Consultant fails to procure or maintain insurance as required by this section, the Standard Specifications, 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.
13. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.

14. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.

15. 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.

16. In the event Consultant carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and the City’s insurance or self-insurance coverage shall be excess to the Consultant’s Excess Liability Coverage.
EXHIBIT C

SPECIAL PROVISIONS (ENGINEERING DESIGN)

1. Record Retention

The Consultant agrees to keep proper books of records and account in which complete and correct entries will be made of payroll costs, travel, subsistence and field expenses. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by the City.

2. Accuracy and Completeness

The Consultant has total responsibility for the accuracy and completeness of the investigations, calculations, reports, plans and related designs, specifications, and estimates prepared for the Project and shall check all such material accordingly. The plans will be reviewed by City for conformity with Project objectives and compliance with City Standards. Reviews by City do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely with the Consultant.

The Consultant shall provide an independent analysis of all structural computations and plans submitted to the City. The independent analysis shall be performed by an engineer licensed in the appropriate discipline. The signature of the checker shall appear on all plan sheets.

In the event that the items requiring interpretation in the drawings or specification are discovered during the bidding period, said items shall be analyzed by the Consultant for decision by City as to the proper procedure to be followed. Corrective action taken will either be in the form of an addendum prepared by the Consultant and issued by City or by a covering change order after the award of the construction contract.

During construction, the Consultant shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders resulting from negligent errors and omissions of the Consultant. Such drawings shall be requested in writing from the Consultant by City and shall be furnished at no additional cost to City. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to City for duplication and distribution.
3. **Professional Seal**

The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer responsible for their preparation. The signature and registration number of the checker shall also appear on all sheets.

4. **Sole Source Materials or Equipment**

The Consultant or its subconsultants shall not incorporate in the design any materials or equipment of single or sole source origin without prior written approval of the City.

5. **Documentation**

The Consultant shall document the results of all work to the satisfaction of the City. This may include, but not be limited to, preparation of progress and final reports, calculations, and construction records.

6. **Ownership of Documents**

Tracings, plans, specifications, maps and as-built plans prepared or obtained under this Agreement shall be delivered to and become the property of the City. The basic survey notes and sketches, charts, computations and other data prepared under this Agreement shall be made available upon request to the City without restriction or limitation on their use. City may revise documents on other projects at its own risk.

7. **Copyrights**

The City shall have the right to use of reports, designs, details, or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities, or construction of new facilities without additional compensation to the Consultant or without restriction or limitation on its use. The City will hold harmless the Consultant for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless the City obtains a validation of that use or reuse from the Consultant.
8. Changes in Work

The City reserves the right to change the scope of work as necessary to complete the project. In the event that such a change would materially change the amount or character of the work reasonably considered necessary to be performed under the original scope of this Agreement, an Agreement adjustment shall be negotiated based upon the estimated number of hours the revised or added task would consume based upon the unit rates as shown in Exhibit A.

9. Construction Plans and Specifications

All construction plans prepared in accordance with this agreement shall be ink on Mylar drawings using the release of AutoCAD by Autodesk that is compatible with the City’s release at the time of the Agreement. Library files associated with the plans shall be included with this submittal. Final as-built drawings will be on mylar.

All construction plans and specifications prepared in accordance with this agreement shall be submitted in final form to the City on a flash drive as well as a hard copy of final specifications. "Microsoft Word" software shall be used for producing specifications.

10. Compliance with Law

Consultant shall prepare plans and construction documents in compliance with all applicable requirements of all federal, state, and local laws, codes, rules, regulations, ordinances, and standards, including, but not limited to the requirements of The American Disabilities Act.