

Folsom City Council Staff Report

MEETING DATE:	8/22/2023
AGENDA SECTION:	Old Business
SUBJECT:	Resolution No. 11089 – A Resolution Authorizing the City Manager to Execute an Agreement with Water Systems Consulting, Inc. for the City of Folsom Water Vision and Appropriation of Funds
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 11089 – A Resolution Authorizing the City Manager to Execute an Agreement with Water Systems Consulting, Inc. for the City of Folsom Water Vision and Appropriation of Funds.

BACKGROUND / ISSUE

The Environmental and Water Resources (EWR) Department develops the City’s Urban Water Management Plan, and this plan is updated every five years. On June 8, 2021, the Folsom City Council approved Resolution No. 10643 adopting the City’s 2020 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan. All urban water suppliers, either publicly or privately owned, serving municipal water to 3,000 customers or supplying more than 3,000 acre-feet annually, are required to prepare an UWMP. The UWMP is required for an urban water supplier to be eligible for California Department of Water Resources (DWR) state grants, loans, and drought assistance.

The UWMP has been used as the primary water supply planning document for the City. The 2020 UWMP identifies the City’s water supplies and demands in five-year increments to the year 2045. In an effort to develop more reliable, resilient, and sustainable water supplies for the City, EWR staff recommended a Water Vision planning process to evaluate water supply alternatives to meet customer demands during drought or infrastructure outages, to consider water supply impacts due to climate change, and to include key stakeholders and customers in

the development process. The goal is to evaluate the adequacy and reliability of the City's water supplies, develop a water supply portfolio that addresses water supply reliability, resiliency, and sustainability, and to develop policy recommendations to City Council that will provide long-term guidance for managing these supplies through a Stakeholder process.

This Resolution will authorize the City Manager to execute an agreement with Water Systems Consulting, Inc. for the City of Folsom Water Vision and Appropriation of Funds in the amount of \$392,525.

POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of \$70,952 or greater shall be awarded by City Council.

The 2035 General Plan outlines the necessary public facilities and services (PFS) to serve the needs of existing and future residents and businesses. The policies within Section 7 of the General Plan seek to ensure that PFS are provided and maintained, so that Folsom can continue to grow and thrive to 2023 and beyond.

Folsom General Plan 2035, Goal PFS 3.1/Objective 3.1.5 – Coordinate with regional and sub-regional agencies to ensure the reliability of an adequate water supply.

Folsom General Plan 2035, Goal PFS 3.1/Objective 3.1.7 – Provide an adequate supply of water for all users in Folsom now and in the future.

Folsom General Plan 2035, Goal PFS 3.1/Objective 3.1.8 – Require water resources be developed in coordination with local flood management, water conservation, and groundwater agencies.

Folsom General Plan 2035, Goal PFS 3.1/Objective 3.1.11 – Ensure a resilient water storage and distribution system that can rapidly recover in the event of a disaster.

ANALYSIS

The intent of the Water Vision is to initiate a City-wide discussion and an opportunity for public participation in the long-range (at least 50 years) planning of Folsom's future water supply. This effort will also include regular discussions with the Utility Commission as part of the stakeholder group and with City Council as needed during the process. Based on feedback from City Council during the February 20, 2023 City Council meeting, a focused stakeholder group consisting of 20-25 members of the community will be created, which includes all seven Utility Commissioners. The program contents below will be presented to the stakeholder group and the public in various workshops for public comment, feedback, and discussion.

- City water supplies and contracts.
- City's current and future water use.

- Statewide landscape regarding water usage.
- Potential threats to the City's water supplies.
- Opportunities for water supply reliability, resiliency, and redundancy.

The following identifies the objectives of Folsom Water Vision.

- Develop reliable, resilient, and sustainable water supply opportunities.
- Provide the opportunity for public participation and education related to the City's water supplies.
- Develop a targeted stakeholder group to provide feedback on the development of goals, objectives, and water supply opportunities.
- Update the Utility Commission and City Council during the process of developing the City's Water Vision.
- Develop a City-wide Water Vision based on City Council policy and direction.

On April 28 and May 5, 2023, the City advertised a Request for Proposals (RFP) in the Sacramento Bee for the City of Folsom Water Vision. The advertisement directed potential proposers to CIPList.com to download the RFP and to provide contact information in case there was an issuance of any addendums to the RFP. City staff also reached out directly to consulting firms with experience completing this type of water supply reliability long-range planning and stakeholder process. Proposals were due on June 2, 2023 and the City received two proposals. Each proposal was required to address the following:

- Overall project management.
- Stakeholder engagement.
- Water supply and demand evaluation.
- Analysis of the City's current water supply portfolio.
- Development and analysis of future water supply portfolios.
- Develop an implementation strategy.
- Prepare a draft and final report.
- Prepare one-page supporting documents for each water supply portfolio developed.
- Anticipated hours by task.
- Overall project cost, which was submitted separately in a sealed envelope.

After reviewing the proposals, the City review team, which consisted of the EWR Director, the EWR Section Manager, and Communications Director, concluded that interviews with each proposer were necessary to better understand the scope of work and process from each of the consultants. The City team conducted interviews on July 6 and July 11, 2023. The City team asked each proposer to describe their understanding of the Water Vision process, their approach to the stakeholder process, their process of developing a water supply portfolio, and if they felt they needed to address anything differently in their proposal after the interview process.

Upon completion of the interviews, the City team ranked each of the consultants based on their experience, qualifications, project scope of work, references to projects of similar nature, and

their responses during the interview. Table 1 below shows the ranking prior to opening the cost proposals and is based on a maximum score of 80.

Consultant	EWR 1	EWR 2	COM 1	Total	Average
Water Systems Consulting, Inc.	70	71	80	221	73.7
Zanjero	65	64	65	194	64.7

Table 1: Consultant Technical Scores without Costs

The fee schedules for the scope of work outlined in the request for proposal from each consultant are shown in Table 2 below.

Consultant	Fee Amount	Project Hours	Cost/Hour
Water Systems Consulting, Inc.	\$392,525	1,687	\$233
Zanjero	\$267,170	1,099	\$243

Table 2: Consultant Project Costs

Table 3 below shows the overall total scores including project costs based on a maximum score of 100. Project costs represented 20% of the total score available.

Consultant	Proposal Score	Cost Score	Total Score
Water Systems Consulting, Inc.	73.7	13.6	87.3
Zanjero	64.7	20.0	84.7

Table 3: Consultant Overall Scoring Including Project Costs

In evaluating the written proposals and factoring in the interviews, the City team recommends the selection of Water Systems Consulting, Inc. for the preparation of the City of Folsom Water Vision. Water Systems Consulting, Inc. provided a more robust and detailed stakeholder engagement process, included ideas on potential projects the City could consider, clearly described their process for developing water supply alternatives and how this would be evaluated using the feedback from the Stakeholder group, and included a discussion on potential rate implications for the recommended water supply portfolio options.

Water Systems Consulting, Inc. was able to clearly articulate their process from the beginning to the end, including the Stakeholder process and how this is incorporated into the water supply portfolio development. The Stakeholder engagement process is a critically important part of the Water Vision process and the Water Systems Consulting, Inc. proposal includes a detailed stakeholder engagement work plan, an approach for tracking and measuring key metrics for outreach and includes actionable reports from each Stakeholder meeting that provide a key feedback loop to ensure the decisions reflect the visioning and values of the stakeholder group.

Based on feedback from various water agencies, Water Systems Consulting, Inc. provided exceptional service, detailed work products, and public engagement and participation through facilitated stakeholder group meetings. In speaking with the City of Santa Barbara, the City of Fresno, and the San Bernadino Valley Municipal Water District, the Water Systems Consulting, Inc. team has the necessary experience, qualifications, and project team to meet

the goals of the Folsom Water Vision. Each of these agencies strongly recommend a robust engagement and communications plan to deliver the project and Water Systems Consulting, Inc. delivered both. Along with a strong public engagement team, Water Systems Consulting, Inc. delivered the technical analysis to enable meaningful discussion and defensible decision making for water supply portfolios.

FINANCIAL IMPACT

The Water Vision process was included in the Fiscal Year 2023-24 budget for \$300,000, with \$200,000 from the Water Impact Fee Fund (Fund 456) and \$100,000 from the Water Operating Fund (Fund 520). The initial costs will be from the Water Operating Fund (Fund 520) and at the end of the fiscal year the Water Impact Fee Fund (Fund 456) will reimburse the Water Operating Fund. The Environmental and Water Resources Department is requesting an appropriation of \$93,000 to be appropriated in the Fiscal Year 2023-24 Water Operating Fund (Fund 520) budget for a total budget of \$393,000. One of the allowed expenses for the Water Impact Fund is expenses due to dry years. Sufficient funds are available in the Water Operating Fund (Fund 520) and the Water Impact Fund (Fund 456) for this appropriation and additional transfer.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review under the California Environmental Quality Act, Section 15262 “Feasibility and Planning Studies”.

ATTACHMENTS

1. Resolution No. 11089 – A Resolution Authorizing the City Manager to Execute an Agreement with Water Systems Consulting, Inc. for the City of Folsom Water Vision and Appropriation of Funds
2. Water Vision Request for Proposal

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

ATTACHMENT 1

RESOLUTION NO. 11089

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WATER SYSTEMS CONSULTING, INC. FOR THE CITY OF FOLSOM WATER VISION AND APPROPRIATION OF FUNDS

WHEREAS, the City of Folsom’s 2020 Urban Water Management Plan is the City’s primary water supply planning document; and

WHEREAS, the City advertised a Request for Proposals on April 8 and May 5, 2023 for the Water Vision process; and

WHEREAS, the City conducted interviews on July 6 and July 11, 2023; and

WHEREAS, Water Systems Consulting, Inc. by reason of their past experience and abilities for performing these types of services are qualified to perform the professional services for the Water Vision process; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute an Agreement with Water Systems Consulting, Inc. for the City of Folsom Water Vision in the amount of \$392,525.

BE IT FURTHER RESOLVED that the Finance Director is authorized to appropriate an additional \$93,000 in the Water Operating Fund (Fund 520) and in the Water Impact Fund (Fund 456) as a transfer to the Water Operating Fund.

PASSED AND ADOPTED this 22nd day of August 2023, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

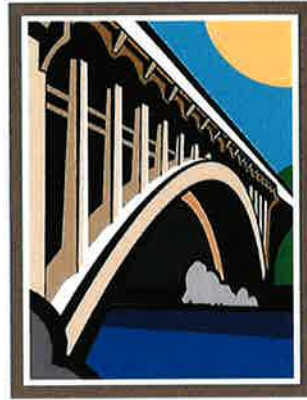
Rosario Rodriguez, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

REQUEST FOR QUALIFICATIONS



CITY OF
FOLSOM
ENVIRONMENTAL AND
WATER RESOURCES

CITY OF FOLSOM WATER VISION

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

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SECTION 1. PURPOSE AND BACKGROUND

The City of Folsom (City) Environmental & Water Resources Department (EWR) is requesting proposals from qualified companies to develop a long-range (50 plus years) water vision and provide for a stakeholder engagement process for planning the City's future water supply portfolio. In an effort to develop more reliable, resilient, and sustainable water supplies for the City, EWR staff is recommending a Water Vision planning process to evaluate water supply alternatives to meet customer demands during drought or infrastructure outages, and to consider water supply impacts due to climate change. The goal is to evaluate the adequacy and reliability of the City's water supplies and to develop City Council policy to provide long-term guidance for managing these supplies.

The EWR Department develops the City's Urban Water Management Plan, and this plan is updated every five years. On June 8, 2021, the Folsom City Council approved Resolution No. 10643 adopting the City's 2020 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan. The UWMP has been used as the primary water supply planning document for the City. The 2020 UWMP identifies the City's water supplies and demands in five-year increments to the year 2045.

In August 2022, the City of Folsom, along with other regional water agencies and the Bureau of Reclamation, completed the American River Basin Study. This American River Basin Study (ARBS) developed data, tools, analyses, and climate change adaptation strategies specific to the American River Basin. The ARBS examined strategies to integrate or better coordinate local and Federal water management practices to improve regional water supply reliability, while enhancing Reclamation's flexibility in operating Folsom Reservoir to meet flow and water quality standards in the Sacramento-San Joaquin Delta (Delta) and to protect endangered fishery species in the Lower American River.

The City desires to reassess the adequacy, reliability, and cost of its water supplies. Ultimately, the City envisions a "Folsom Water Vision" that incorporates its long range water supply planning efforts and potential water portfolio options as the final deliverable. The City also envisions the update process to be stakeholder-driven with a significant public engagement component. The following identifies the objectives of Folsom Water Vision.

- Develop reliable, resilient, and sustainable water supply opportunities.
- Provide the opportunity for public participation and education related to the City's current and long-range water supplies.
- Develop a targeted stakeholder group to provide feedback on the development of goals, objectives, and water supply opportunities.
- Update the Utility Commission and City Council during the process of developing the City's Water Vision.
- Develop a City-wide Water Vision based on City Council policy and direction.

SECTION 2. RFP TENTATIVE SCHEDULE

Milestone	Anticipated Date*
Request for Proposals Issued	April 28, 2023
Written Questions from Consultants Due	May 12, 2023 by 4:00 p.m.
Responses from City Due	May 19, 2023
Proposal Due (Date & Time)	June 2, 2023 by 2:00 p.m.
RFP Evaluation Completed	June 14, 2023
Consultant Interviews (if needed)	June 27, 2023
City Council Approval	July 25, 2023

*Subject to change at City's discretion

SECTION 3. RFP INSTRUCTIONS

A. Examination of Proposal Documents

By submitting a proposal, Consultants represent that they have thoroughly examined and become familiar with the requirements of this RFP and that they are capable of meeting the proposal.

B. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by the 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. Should a Consultant have questions about this RFP, the Consultant shall notify the City in writing in accordance with Section D.2 below.

C. Verbal Agreement or Conversation

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

D. Clarification

1. Examination of Documents

Should a Consultant require clarification on this RFP, the Consultant shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City may issue a written addendum clarifying the matter which shall be sent to all known recipients of this RFP and will be posted on the City of Folsom website.

2. Submitting Requests

- a. All Consultant questions, clarifications, or comments shall be submitted in writing and must be received by the City no later than **May 12, 2023 at 4:00 pm**, and be emailed to Marcus Yasutake at myasutake@folsom.ca.us with the subject line: **“Folsom Water Vision RFP 2023 - Questions”**.
- b. The City will only accept questions sent by email; all questions must be received by the City no later than the date and time specified above.

3. City Responses

- a. Response from the City will be communicated to all known recipients of this RFP, by way of Addendum, no later than 72 hours prior to Proposal Due Date and Time.
- b. It is the responsibility of the Consultants to make sure they have received all addenda prior to submitting their proposal. The RFP Tentative Schedule may change at any time. Any and all changes to the RFP Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Proposal Due Date and Time, the Proposal Due Date will be extended.

E. Submission of Proposals

1. Date and Time

All proposals must be submitted to the City Clerk’s Office no later than **June 2, 2023 by 2:00 p.m.** Proposals received after that date and time will be rejected by the City as non-responsive.

2. Identification of Proposals

The Consultant shall submit the proposal and costs by hard copy.

- a. Package shall include five (5) hard copies of the proposal and any additional required items
- b. The proposal package shall be addressed:

Folsom Water Vision RFP 2023
City of Folsom
Attention: City Clerk’s Office
50 Natoma Street
Folsom, CA 95630

- c. Associated Costs submitted shall include one (1) hard copy and be addressed:

Folsom Water Vision RFP 2023 – Associated Costs

City of Folsom
Attention: City Clerk's Office
50 Natoma Street
Folsom, CA 95630

3. Acceptance of Proposals

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

F. Pre-Contractual Expense

The City shall not be liable for any pre-contractual expenses incurred by any proposed or selected Consultant. Pre-contractual expenses include but are not limited to:

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

Proposers shall not include any such expenses as part of the price proposed in response to the RFP. The 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.

G. Contract Award

This RFP does not commit the 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. The 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 the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP Tentative Schedule.

H. Signature

The proposal will need to provide the name, title, address, email address, telephone number, and signature of the individual with authority to bind the company. The person who may be contacted during the period of proposal evaluation must also sign the proposal and provide their contact information.

SECTION 4. CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

The selected Consultant will be required to enter into a Consultant and Professional Services Agreement with the City. A sample of the City's standard Consultant and Professional Services Agreement is included in Attachment A. Unless stated otherwise; submission of a proposal indicates that the proposer accepts the terms of the City's standard Consultant and Professional Services Agreement without changes.

SECTION 5. SCOPE OF WORK

The City of Folsom is interested in working with a Consultant to provide professional services to develop a Folsom Water Vision and provide for a stakeholder engagement process for planning the City's future water supply portfolio. The City desires to reassess the adequacy, reliability, environmental effects, and cost of its water supplies with respect to these issues and integrate this comprehensive long range supply planning effort.

1. Project Management

Coordinate and manage the project, including internal project meetings with City staff at key milestones. Upon commencement of the project, build and maintain a detailed project schedule, including all public involvement events (see Task 2 below) using Microsoft Project or a comparable tool. It is anticipated that the project will begin in July 2023 with the first stakeholder group meeting in September 2023. The City's goal is to complete the Water Vision by December 2024.

2. Manage stakeholder involvement

The City is looking for public input throughout the water supply evaluation process. The Consultant will be responsible for managing the entire public engagement process with City staff support and shall demonstrate significant experience in facilitating stakeholder meetings with a diverse group of stakeholders, as well as familiarity with local conditions and issues. Public involvement will include input from the four following groups:

- Citizen stakeholder group: representatives from City selected interest groups (plan for up to 25 stakeholders) dedicated to supporting the evaluation of the City's water supplies in a workshop setting
- City Council and Utility Commission meetings: open to all interested parties from the public
- City Utility Commission: established advisory group that recommends policy decisions to City Council
- City Council: policy decision makers

It is envisioned that up to six (6) citizen stakeholder working group meetings will be required, as well as two City Council meetings. Based on direction from City Council, the stakeholder group will meet in conjunction and in person with the City Utility Commission meetings, which occur on the third Thursday of each month, beginning at 6:30 p.m. Stakeholders will be given the opportunity to provide input on goals and objectives, supply and conservation options, potential supply portfolios, portfolio evaluation, implementation strategy, and the draft report. Although not completely selected, the Stakeholder Group will consist of one City Council Member, two Planning Commissioners, seven Utility Commissioners, two Parks and Recreation Commissioners, large water users, building community, environmental community, preservation community, education, public health, and possibly the Executive Director of the Sacramento Water Forum.

In addition, in partnership with the City's Communications Division, the Consultant shall develop website content for the City's website, which includes an opportunity for public education and input throughout the process, for the Folsom Water Vision with information regarding meetings and materials throughout the plan development. All Utility Commission and City Council meetings will be recorded, and links to the meetings in which the Folsom Water Vision is discussed will be provided on the website. Additional noticing of public meetings will be considered, such as social media, email distributions, newsletters, and news outlets through the City Communications Division. This effort will be handled by City staff but may require minimal input and coordination with the Consultant.

3. Evaluation of the City's Water Supplies and Demands

Review the City's 2020 Urban Water Management Plan to understand the City's water demands and water supply portfolio. This shall include a review of existing supplies and demands and supplies and demands at build-out.

4. Analyze the City's current water supply portfolio

Develop a full analysis of each of the City's current water supply portfolio, including but not limited to, potential climate change impacts, physical infrastructure limitations, or hydrologic impacts. Evaluate the current water supply portfolio based on performance measures such as costs, supply yield, environmental impacts, risk of infrastructure failure, and others.

a. Surface water from Folsom Reservoir

- b. Treated groundwater from Aerojet/Rocketdyne
- c. Water Use Efficiency and Conservation related to Senate Bill 606 and Assembly Bill 1668
- d. Raw water delivery infrastructure

Identify any potential shortfalls in the City's water supply portfolio. Key issues related to the water supplies include:

- Planned duration of the critical drought period identified in the 2020 UWMP
- Folsom Reservoir supplies and operations
- Raw water delivery infrastructure
- Potential for non-potable groundwater from Aerojet/Rocketdyne
- No groundwater within the City outside the potential for limited treated groundwater from Aerojet/Rocketdyne

5. Develop integrated water supply planning objectives

Develop water supply planning objectives in a public forum (see Task 2). The planning objectives will serve as the "why" for the City's future water supply policies. As not all objectives will have the same importance to all stakeholders, the objectives shall be weighted using a public process, to better reflect the values and preferences of City decision-makers and stakeholders. In addition, performance measures shall be developed in order to indicate how each objective will be achieved.

6. Develop and analyze future water supply portfolios

The goal of this task is to evaluate different themed water supply portfolios against the supply planning objectives to identify the best water supply portfolio for the City. First, a suite of differing water supply portfolios or infrastructure improvements should be developed with public input. These portfolios may include new supply sources or infrastructure currently unused by the City. The portfolios should then be ranked. The use of a decision tool may be necessary. The City anticipates that up to ten (10) portfolio strategies will be developed. **If the Consultant believes there are more or less than ten (10) portfolio options to be addressed, this should be clearly indicated in their proposal.**

7. Evaluate uncertainty

Perform sensitivity analyses to address any uncertainty associated with key planning issues, such as, but not limited to future climate change, environmental requirements, infrastructure failure, supply vulnerabilities, regulatory constraints, and/or other factors affecting supplies and demands. Upon completion of this task and Task 3 above, a recommended supply portfolio should be defined. Include the associated advantages and/or disadvantages of each supply portfolio alternative.

8. Develop implementation strategy

Develop an implementation strategy based on the recommended supply portfolio from Task 3. The implementation strategy shall include:

- implementation actions, including any potential challenges
- a timeline, including any triggers that would necessitate future water supply projects
- potential rate implications, including estimated capital costs for any new projects
- recommended policies that can be used to guide the City's Water Supply Management program

9. Prepare draft and final report

Gather all information developed from Tasks 1 through 9 and prepare a Folsom Water Vision report. Provide a complete Administrative Draft for staff, the Utility Commission, and stakeholder group review. Following review of the Administrative Draft, incorporate comments and provide a complete Public Draft. The Administrative and Public Drafts can be provided to the City in digital format, with the ability to provide comments and/or feedback in "track changes" mode. Incorporate all comments and provide a Final Folsom Water Vision report. The Public Draft and Final Draft shall be State website ADA compliant. The Consultant shall provide six hard copies of the final report, along with a digital version. The Consultant shall be prepared to participate in presentations to the City Council.

10. Supporting documents

Prepare a one-page (front and back) description, including any graphics, for each of the water supply portfolio options developed. This should include a brief description of the water supply alternative, the proposed supply volume, potential costs, potential risks, and any regulatory or environmental requirements. The Consultant should anticipate that the City will provide comments and feedback on a draft one-page prior to creating a final one-pager.

SECTION 6. SPECIFICATIONS

1. **Contract Period:** The initial term shall be eighteen (18) months. In order to promote efficiency and economy, the City reserves the right to extend the contract period. Such extension(s) will be at the City's option, subject to the same specifications, terms, conditions, favorable prices, and agreement between the Consultant and the City.
2. **Contract Award:** The City plans to award a contract to the most responsible, responsive Consultant using the Selection Criteria section shown in this document.
3. **Labor:** All workmanship shall be first class throughout and only experienced qualified journeymen shall be employed under proper capable supervision.

4. **Unit Prices:** The Consultant's unit price on the price proposal shall be the total cost to the City.
5. **Notice of Termination:** The City reserves the right to terminate the Contract as identified in the attached sample Agreement (see Attachment A).
6. **Subcontracting:** Consultant may subcontract portion(s) of the work, as long as the Consultant retains the bulk of the work. Any subcontracting will be solely between the Consultant and its subcontractor(s). Consultant will remain responsible for all work performed under the contract, as though the Consultant performed all the work. Additionally, the Consultant shall remain the sole agent dealing with the City.

Subcontracting is subject to prior approval from the City. Failure to provide the requested information may result in disqualification of your proposal.

7. **Public Safety:** The Consultant shall erect such warning and directional signs as may be necessary for public safety. At the minimum, traffic cones and temporary constructions signs must be placed in advance of the work zone.
8. **Health and Safety:** The Consultant shall be solely and completely responsible for conditions of the job site, including health and safety of all persons (including employees, subcontractors, service personnel, and site visitors) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Health and Safety provisions shall conform to U.S. Safety Orders, Title 8, U.S. Environmental Protection Agency Standard Operations Guides, and all other applicable Federal, State, County, and local laws, ordinances, codes, and regulations that may be detailed in other parts of these documents. Where any of these are in conflict, the more stringent requirements shall be followed. The Consultant's failure to thoroughly familiarize herself/himself with the aforementioned safety provisions shall not relieve her/him from compliance with the obligations and penalties set forth herein.
9. **Cleanup:** The Consultant shall not allow the site or work to become littered with trash and waste material but shall maintain the site of work in its normal, neat, and orderly conditions throughout the inspection period. On or before the completion of work, the Consultant shall remove all rubbish from any area which she/he has occupied and leave the area in first-class condition to the satisfaction of the Project Engineer.
10. **Public Convenience:** The Consultant shall conduct operations in a manner that causes the least possible obstruction and inconvenience to the public. The Consultant shall have under construction no greater amount of work than can be prosecuted properly with due regard to the rights of the public. The Consultant shall provide temporary access to all business establishments and pedestrian walkways as required by the City.
11. **Notification Requirements:** The Consultant shall be responsible for providing notification to residents at least one (1) week prior to the start of leak detection work if it requires entering upon the residents' property beyond the water meter. The notification

shall be hung on the front door handle of each residence. The cost associated with the notification requirements shall be considered as included in the prices of the contract items of work.

12. **Use of Premises – Private Property:** The Consultant must obtain written permission or “Right-of-Entry” or “ROE” from the owner or any privately owned property prior to beginning any leak and loss detection work on said property.
13. **Protection of Property and Environment:** The Consultant shall take every precaution to protect all public and private property during the performance of this contract. Any damage to existing facilities or property caused by the Consultant’s personnel or equipment shall be promptly repaired to the condition existing before the damage or replaced. All costs for such repairs or replacement shall be solely the responsibility of the Consultant.
14. **Dismissal of Unsatisfactory Employees:** If any person employed by the Consultant or any subcontractor fails or refuses to carry out the directions of a City representative, or is, in the opinion of a City representative, incompetent, unfaithful, intemperate, disorderly, or uses threatening or abusive language to any person at the jobsite, or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the City.
15. **Fees and Costs Not Expressly Paid for by the City:** Proposal prices shall include everything necessary for the completion of the work and fulfillment of the Contract, including but not limited to furnishing all materials, equipment, tools, excavation, sheeting, bracing and supports, plans, labor, and services. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs. No fees or costs shall be paid for by the City.

SECTION 7. PROPOSAL SUBMITTAL REQUIREMENTS

All proposals and associated costs must be received by the City Clerk’s Office no later than **2:00 p.m. on June 2, 2023**. Late proposals will not be accepted.

The proposal package shall be submitted as hard copies to the City Clerk’s Office.

- a. The proposal package shall include five (5) hard copies and be addressed:

Folsom Water Vision RFP 2023
City of Folsom
Attention: City Clerk’s Office
50 Natoma Street
Folsom, CA 95630

- b. Associated Costs submitted shall include one (1) hard copy and be addressed:

Folsom Water Vision RFP 2023 – Associated Costs

City of Folsom
Attention: City Clerk's Office
50 Natoma Street
Folsom, CA 95630

The proposal, excluding transmittal letter, title page, table of contents, plain section dividers, references, resumes, and other attachments (including the Supplemental Information), should be no more than a total of 15 printed pages. Clarity and conciseness are essential and will be considered in assessing the Consultant's capabilities.

The proposal shall be organized in the following manner:

1. **Transmittal Letter (1 Page):** Proposals shall include a brief description of the Consultant's approach to providing its services to the City, including overall benefits to the City.
2. **Title Page (1 Page):** Show the proposal subject, the name of the Consultant, address, telephone number, email address, name of contact person, and date.
3. **Table of Contents (1 Page):** Proposals shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers.
4. **Proposal Content (15 pages max):**
 - a. **Overview and Summary:** This section should clearly convey the Consultant's understanding of the work and project approach. Consultant should address the following:
 - i. Understanding of the City's objective, requirements, and the purpose of the project
 - ii. Understanding of the project challenges
 - b. **Project Approach:** This section should include a full description of the work elements and the proposed methodology the Consultant proposes to satisfy the City's objectives. The scope of work provided offers a framework to performing this project. However, the Consultant is allowed to identify and describe other activities to implement. In addition, the Consultant is also allowed to discuss the reason for modifying or eliminating any task as outlined in the scope of work.
 - c. **Project Schedule:** Include a schedule showing the work elements with major milestones.
 - d. **Project Team:** This section should describe the Consultant's approach to managing the work. If the proposal is a team effort, the allocation of the work to the team members should be identified.

- e. **References:** This should include work from previous clients receiving similar services by the consultant for this project.
- f. **Level of effort:** This section should include the associated hours for each task. The hours should be shown by staff positions/title for hours worked under each task. **Cost shall not be included in the written proposal and must be submitted under a separate envelope.**

5. **Supplemental Information (see Section 8) – will not count against the 15 page limit**

SECTION 8. SUPPLEMENTAL INFORMATION

General: Respond to all information requested in the RFP. Brochures and advertisements will not be accepted as a substitute for these requirements. A qualifying proposal must address all items. Incomplete proposals may be rejected.

Format: Your response to this Supplemental Information shall be included in the RFP.

1. **Company Profile:** Your company profile shall include the following information:
 - a. Founding date (month and year)
 - b. Company size – staff and client base (i.e. local, regional, statewide, etc.)
 - c. Products and/or services provided
 - d. Location of the office from which the work will be provided and the staff allocation at the office.
 - e. Number of Projects – Include the number of water supply planning projects completed during the past ten years.
 - f. Identify the project manager and include his or her email address, telephone, fax, and cellular number.
 - g. Identify key facilities and equipment that your company has in order to support the proposed agreement.
2. **Company Experience and Qualifications:** Describe how the company has the necessary experience and qualifications to perform the work successfully. Include resumes of all project team members who are expected to work on this project.
3. **References:** List three or more clients (governmental entities preferred) for whom your firm has provided water supply planning services within California within the last 10 years.

For each of these references, include the organization name, mailing address, and contact person's name, telephone number, and email address.

4. Work Plan:
 - a. Outline of proposal methodologies that will be employed to accomplish the work.
 - b. Indicate whether or not your company will be subcontracting portion(s) of the work. If so, indicate the portion of work that will be subcontracted. A subcontractor does not need to be named in this proposal, but it should be described how a subcontractor would be chosen.
 - c. Describe how the interaction between your company and the City will take place to ensure that the work is performed and reported in an accurate and timely manner.
 - d. Describe your company's approach to quality assurance and quality control.
 - e. Describe your company's approach to resolving problems that may be encountered in the field.
5. Clarification, Exception, or Deviation: Each respondent may clarify or describe an exception or deviation from the requirements as set forth herein. Each clarification, exception, or deviation must be clearly identified and submitted with your proposal. If your firm has no clarification, exception, or deviation, a statement to that effect shall be included in the proposal.

SECTION 9. SELECTION CRITERIA

A technical review committee made up of City Staff will evaluate the proposals based on the understanding of work, experience with similar work, the project team, proposal costs, and the supplemental questionnaire. These evaluation criteria are provided to assist the proposers in their submittal and are not meant to limit other considerations deemed necessary by the technical review committee. Proposers may be telephoned and asked for further information and required to appear for oral interviews. The City reserves the right to select a Consultant based solely on written proposals and not convene oral interviews.

These factors will be used in the evaluation of each proposal to select a finalist.

<u>Specifications:</u>	<u>Maximum Points:</u>
Experience/Qualifications	35
References	15
Project Scope/Work Plan	30
Cost	20
TOTAL	100

Note: Proposer must earn a minimum score of 75 or above to be considered for this proposal.

A maximum of 100 points may be awarded based upon the quality and thoroughness of the offeror's response to each evaluation factor as follows.

Experience/Qualifications: Up to 35 points may be awarded based on evaluation of the offeror's experience including key project personnel and all subcontractors. Evaluation will be based on documented experience on similar projects, resumes, and experience narratives submitted.

References: A maximum of 15 points for references will be awarded upon an evaluation of offeror's work for previous clients receiving similar products and services to those proposed by the offeror for this project.

Project Scope/Work Plans: Up to 30 points may be awarded based on the quality and thoroughness of offeror's project plan and understanding of the project.

Cost: The evaluation of each proposer's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Grand Total Cost}}{\text{This Proposer's Grand Total Cost}} \times 20 = \text{Points Award}$$

Reference Documents

2020 Urban Water Management Plan

<https://www.folsom.ca.us/home/showpublisheddocument/6766/637629066033570000>

Water Shortage Contingency Plan

<https://www.folsom.ca.us/home/showpublisheddocument/6768/637629066707970000>

American River Basin Study

<https://www.usbr.gov/watersmart/bsp/arbs/>

Attachment A - Consultant and Professional Services Agreement



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

CITY OF FOLSOM CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into as of _____ (“Effective Date”) by and between the City of Folsom, a Municipal Corporation, hereinafter referred to as "City" and _____, a _____, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, City desires to hire a consultant to provide _____; 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:

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. 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.

2. Term of Agreement

The term of this Agreement shall commence on the Effective Date and shall continue until all services provided for in this Agreement have been performed or for one year, whichever is sooner, 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 Environmental and Water Resources 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 [REDACTED]. In the event the cost for services exceeds [REDACTED], 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 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. Invoices that include charges for services rendered during the month of June shall not include any charges incurred after June 30th. A separate invoice shall be submitted for all services rendered after June 30th.

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

Email address: apinvoices@folsom.ca.us
Attn: Environmental and Water Resources XP2651.

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

Name
Address
ph

6. Professional Services

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. 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.

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. 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.

8. 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.

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.

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.

10. 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 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.

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.

12. Indemnification

Consultant shall indemnify, protect, defend, save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply, and shall further survive the expiration or termination of this Agreement. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

13. Insurance

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

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.

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 both parties hereto.

19. 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.

20. 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 state court 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.

21. 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.

22. 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.

23. 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.

CONSULTANT:



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

Date Tax I.D. Number

Signature Signature

Print Name Print Name

Title Title

CITY OF FOLSOM, A Municipal Corporation:

Date Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk Date Stacey Tamagni, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Date
Marcus Yasutake, Environmental and Water Resources Director

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 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 claim.
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 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.