



City of Turlock
Municipal Services Department
Regulatory Affairs Division

Request for Qualifications

For

Engineering Design and Construction Management Services

For

Various Capital Improvement Projects

RFQ # 17-539

Submit Proposals to:

City of Turlock
Municipal Services Department
Regulatory Affairs Division
Attention: Garner R. Reynolds
156 South Broadway, Suite 270
Turlock, CA 95380

Proposal Submission Deadline:

Friday, September 8th, 2017
3:00 p.m. PST

Direct questions with regard to this RFQ to:

Garner R. Reynolds, Regulatory Affairs Manager
Municipal Services Department
Regulatory Affairs Division
156 South Broadway, Suite 270
Turlock, CA 95380
(209) 668-5590, Ext. 4407
greynolds@turlock.ca.us

Introduction

The City of Turlock is accepting proposals from qualified firms to provide professional engineering design, surveying, bidding assistance, engineering services during construction, and construction management services upon request from the City of Turlock on an as-needed basis. The purpose of this Request for Qualifications (RFQ) is to seek proposals from qualified firms to provide these services for various Capital Improvement Projects (CIP's) for the Municipal Services Department. The City will enter into an agreement with the individuals or firm(s) selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this RFQ.

The selected firm or firms shall act as an extension of staff working closely with the Municipal Services Department to ensure the CIP projects are being implemented effectively and efficiently.

Background

The City of Turlock provides water, sewer, storm drain, and waste water treatment services to its residents, institutions, industries, and businesses. The current city population is approximately 72,000 and it is the second largest city in the region. Turlock is also home to California State University, Stanislaus that has an enrollment of approximately 8,000 students. The build-out population (2030) of the General Plan area is estimated to be 115,363.

The primary assets in the City's utilities are the water distribution system, municipal wells, water storage tanks, sewer and storm drain distribution systems and associated pump stations, and a 20 MGD regional waste water treatment facility. In addition, as a member of the Stanislaus Regional Water Authority (SRWA), the City of Turlock is currently pursuing the development a Regional Surface Water Supply Project (RSWSP) that would supply treated Tuolumne River surface water from the Turlock Irrigation District to the cities of Ceres and Turlock. The RSWSP would initially provide up to 16,800 acre-feet per year (15 million gallons per day, mgd) of potable water to the City of Turlock, but could ultimately provide up to 22,400 acre-feet per year (20 mgd). The RSWSP facilities would include a surface water treatment plant, water storage reservoir, water transmission mains, and associated City facilities necessary for receiving and distributing the surface water supply throughout Turlock.

Project Description

The City is soliciting proposals from qualified engineering firms to provide professional engineering design, surveying, contract administration, engineering support during construction, and construction management services upon request from the City of Turlock on an as-needed basis for these projects. Included with this RFQ in Attachment 1 are the types of capital projects that **may** be considered by the City in the next two (2) years for these services. In addition, the selected consultant(s) will be required to provide program management services including scheduling, permitting, reports, and presentations to the City Council.

An office and / or appropriate work space shall be made available at Turlock City Hall to allow the selected firm(s) to work on-site as needed.

Scope of Services

The scope of services outlined below represents the minimum to be provided by the consultant. Consultants shall describe their approach to these tasks in a detailed proposed scope of services. Consultant shall describe any other tasks proposed for proper control of the work as per the consultant's experience, knowledge, and capabilities.

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's Regional Waster Water Control Facility, water, sewer and storm drain infrastructure.
2. Requested services may involve any one, or a combination of, the following Professional Service areas:
 - Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same
 - Assist the City's Engineering Division and Municipal Services Department with presentations and/or recommendations to City Council, City staff or Administration
 - Provide services for conceptual design, design, surveying, engineering, drafting, cost estimates and/or specifications necessary to bid and accomplish projects;
 - Professional services during the bid process and engineering support services during construction
 - Construction management services. [inspection services shall generally be provided by City of Turlock staff]
3. Conduct and document periodic progress meetings with City staff
4. Coordinate design clarifications
5. Assist with contract change orders. Provide recommendation for owner's action of potential change orders. Change orders are only approved by the City Council.

6. Maintain notes and documents to support Owner and Design Engineer during claims proceedings
7. Preparation of monthly progress reports with narrative and photographic documentation of major work items completed and work to be pursued in the upcoming month
8. Engineering Services During Construction (ESDC) will be provided by the Design Engineer. ESDC include the following:
 - Facilitate the pre-construction meetings
 - Prepare conformed drawings and specifications, and print hard copies for Contractor, City, and Construction Manager's use
 - Facilitate construction progress meetings
 - Responsibility for submittal and shop drawing review
 - Respond to Requests for Information (RFI), in coordination with the construction manager
 - Provide specialty structural, electrical, process, and instrumentation inspections as needed
 - Prepare O&M manual (if required)
 - Prepare record drawings

Included in Attachment 1 are the types of capital projects that may be considered in the next two (2) years for these types of services.

Proposal Submittal Requirements

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

Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFQ. The consultants shall hand-deliver or mail three printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for

purposes of receiving proposals. All proposals received after the deadline will be rejected. All materials submitted will become property of the City and returned only at the City's option.

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

- Cover Letter - The cover letter should introduce the firm, briefly indicate the type of services provided, and highlight the qualifications of the key project team members envisioned to work on such projects. Actual or potential sub-consultants shall also be identified and any other information pertinent to the firm's qualifications may be indicated as well.
- Background – Provide a narrative background of the company and its organization.
- General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work.
- Services – Provide a list of available services provided by the firm.
- Proposed Scope of Services - The proposed scope of services must provide a description of the intended approach to efficiently and effectively implement these types of projects to meet the City's needs. The proposed scope of services shall include the firm's understanding of the desired work, a proposed work plan reflecting the provided approach to track, report and effectively and efficiently complete the work, and a listing of the expected project deliverables associated with each work task. The consultant shall also specify the expected data needs and level of support from City staff. Provide regular monthly, if not more frequent, written updates on the progress of the project work, schedule, and fees incurred. In these updates, deviations in the project scope of services, schedule, or fees shall be identified and reported to the City's project manager immediately.
- Firm Experience – Describe the experience of the firm. Specifically note experience in engineering design, surveying, construction cost estimating, engineering support services during construction, and construction management in the following areas:
 - Water, sewer, and storm drain construction projects
 - Wastewater treatment construction projects

- Engineering design services
- Engineering Construction Estimates
- Surveying
- Engineering Support During Construction Services
- Contract Management Services
- Reports and Presentations
- Teaming with owners, engineers, and contractors
- Maintaining cooperative atmosphere and attitude with contractors
- Regulatory compliance
- Timely task(s) close out

The consultant's experience shall, at a minimum, include representative projects with a similar scope of work related to design, surveying, estimating, bidding, engineering services during construction, and construction management for cities in California. For the prime consultant, and any sub-consulting firms, please provide the following information:

- Length of time in business
- Names of principal(s) indicating their academic training, experience, and any professional registrations or certifications
- Office address(es) from which services are expected to be provided, including available manpower, which general tasks, and percentage of work to be performed
- Listing of a minimum of five (5) completed public works utility projects for cities in California over the last five (5) years including the general scope, consultant fee, completion date, along with the name, address, and phone number of a knowledgeable owner or client representative
- Key issues, unique circumstances, or challenges for each project, and how they were resolved
- Specialty areas addressed and sub-consultant involvement

1. Project Team Experience

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

- Name, title, years of experience with the prime consultant's firm, and years of experience with other firms

- Education, degrees, and type of work specializations
- Active professional registrations in which state(s) and in what discipline(s)
- Summary of the qualifications and representative experience for completed projects of similar scope, size, and complexity that would demonstrate experience in being able to complete public works projects, all completed in California within the last five (5) years. Additionally, provide information on all projects that are currently in progress to which the individual is committed, the level of commitment, and when that commitment is expected to end. For each completed project, please include:
 - Job title and consultant services for which the individual was directly responsible for and/or functions performed
 - General project description, key issues, dollar amount of the contract, and completion date
 - Firm the individual was employed with during each project experience
 - Owner name, address, and phone number of knowledgeable representative
- References – Provide three or more references for three or more separate projects that can supply information on the quality of construction management services provided by your firm within the last eight (8) years. Provide the name or title of the projects, the location of the projects, the name of the contracting agencies, the total project budget, a brief project description, and agency contact information.
- Pending Claims and Litigation – The consultant shall provide a statement of all claims/litigation (pending as well as finalized) the consultant has been involved with in the past five (5) years.
- Proposed Compensation – Provide the proposed compensation by hourly rates or extended costs for each of the team members that will be assigned to work on these services. The cost proposal shall identify the firm's:
 - Overall multiplier rate
 - Labor charge out rates by positions
 - Direct expenses (i.e., travel, high-end computer use, printing, etc.)
 - Other costs not identified above

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

- Provide a detailed scope of services for the proposed work

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

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

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

Should a consultant have concerns about meeting any requirements of this RFQ they may include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. If no exceptions are stated, it is assumed that the consultant understands all of the requirements of the RFQ and sample agreement attached hereto and takes no exceptions to them. The RFQ and the consultant's proposal shall be included as exhibits to the executed agreement to establish the scope of work of the contract.

Selection Criteria

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

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

1. Select proposals which qualify based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
 - a. Experience of the Consultant and staff selected to provide the specified services (15 pts)
 - b. Record of the Consultant in accomplishing similar work within the required time, and within any established budget (10 pts)
 - c. Technical approach (10 pts)
 - d. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.] (3 pts)
 - e. Extent of Consultant's organization (3 pts)
 - f. Cost (9 pts)

2. City staff will review and rank the all proposals received from consultants for the work type specified within this RFQ.

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

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

Assumptions

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

The Municipal Services Director, or his designee, will be the main point of contact to facilitate the various services requested. The City Engineer or his designee will supervise, review and approve the consultant(s) work and maintain responsible charge over the consultant(s) supplied staff. The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The City will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The Consultant shall be chosen on the basis of the firm's

demonstrated competence, abilities and overall professional qualifications. The City reserves the right to enter into agreements with multiple consultants.

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

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

END OF REQUEST FOR PROPOSALS

2-YEAR CAPITAL IMPROVEMENT PROJECT LIST

WATER SYSTEM CAPITAL PROJECTS

Mitchell Alley from N. Center to Palm - Remove & Replace 2" Water Main
Wolfe Alley from N. Center to Palm - Remove & Replace 2" Water Main
Mitchell from N. Palm to Denair - Remove & Replace 4" Water Main
S. Beech St South of Columbia - Remove & Replace 2" Water Main
Farr St from W. Main to High - Remove & Replace 2"-4" Water Main
High St from Farr to S. Orange - Remove & Replace 4" Water Main
Grant Ave from Florence to W. Main - Remove & Replace 4" Water Main
Florence from West Ave. South to S. Lexington - Remove & Replace 5" Water Main
Well head Chlorination of 21 Well Sites
Wellhead Treatment Design and Construction
Future Potable Well Design and Construction

SEWER COLLECTIONS CAPITAL PROJECTS

Re-design Sewer lift Station 42 East Ave.
Upgrade Town Center Sewer Lift Gravity Line
Sewer line Replacement (Broadway Alley, & Alley between Bell & Colorado & Lyons & Cooper)

STORM DRAIN CAPITAL PROJECTS

New Lift Station on Christoffersen
Taylor Road Storm Drain Improvements
Diane Pond expansion & forcemain S/E to existing 24" storm line

WASTEWATER TREATMENT FACILITY CAPITAL PROJECTS

Water Quality Control Facility Solids Handling and Storage
Redundant Degritter (Flotator #3)
Replace Pressurization System
In-Plant Drain Project
Drying Beds - Impr Capacity, repl. underdrain lines, ramps, etc

SAMPLE



AGREEMENT FOR SPECIAL SERVICES

between

THE CITY OF TURLOCK

and

for

Engineering Design, Surveying, and Construction Management Services

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

WITNESSETH:

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

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

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

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

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

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

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

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective July 25, 2017 and end December 31, 2019, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work or services under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work or services on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

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

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

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

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance

maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

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

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

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

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

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

7. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of CITY.

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

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

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

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

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

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for CONSULTANT: _____

PHONE: _____
FAX: _____

for CITY: **CITY OF TURLOCK**
ATTN: MICHAEL G. PITCOCK
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

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

Stephen Fremming
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5417
E-mail: sfremming@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation _____

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

By: _____

Title: _____

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Michael G. Pitcock, PE, Director of
Development Services/City Engineer

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Jennifer Land, City Clerk

2-YEAR CAPITAL IMPROVEMENT PROJECT LIST

WATER SYSTEM CAPITAL PROJECTS

Mitchell Alley from N. Center to Palm R&R 2" Water Main
Wolfe Alley from N. Center to Palm R&R 2" Water Main
Mitchell from N. Palm to Denair R&R 4" Water Main
Future Potable Well
S. Beech St South of Columbia R&R 2" Water Main
Farr St from W. Main to High R&R 2"-4" Water Main
High St from Farr to S. Orange R&R 4" Water Main
Grant Ave from Florence to W. Main R&R 4" Water Main
Florence from West Ave. South to S. Lexington R&R 5" Water Main
Chlorination of Well Sites (21)

SEWER COLLECTIONS CAPITAL PROJECTS

Re-design Sewer lift Station 42 East Ave. Obsolete Paco Pumps
Town Center Sewer Lift Gravity Line (too small)
Sewer line Replacement (Broadway Alley, & Alley between Bell & Colorado & Lyons & Cooper)

STORM DRAIN CAPITAL PROJECTS

New Lift Station on Christoffersen
Taylor Road Storm Drain Improvements
Diane Pond forcemain S/E to existing 24" storm line (combine with Diane Pond capacity project)

WASTEWATER TREATMENT FACILITY CAPITAL PROJECTS

Water Quality Control Facility Solids Handling and Storage
Redundant Degritter (Flotator #3)
Replace Pressurization System
In-Plant Drain
Drying Beds - Impr Capacity, repl. Underdrain lines, ramps, etc
Boiler #2 Replacement