



City of Atwater

Engineering Design for the Green Sands Avenue Utilities Extension/Canal Creek Crossing

City Project No. 22-09

Request for Proposals

January 15, 2026

Closing date and time:

Complete Proposal submittal package must be received
no later than 2:00 PM on
February 19, 2026

Contact person:

Spencer Supinger, PE City Engineer
ssupinger@atwater.org

City of Atwater
Office of the City Clerk
1160 5th St
Atwater, CA 95301

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Section 1. Introduction

1.1 Request for Proposals Overview

This Request for Proposals (“RFP”) for the City of Atwater Green Sands Avenue Utilities Extension/Canal Creek Crossing (“Project”) invites Proposals from qualified firms (“Respondent”, “Proposer”) according to the requirements set forth in this RFP, including the format and content guidelines in Section 4. The Proposals will be reviewed and evaluated using the single-step, qualifications-based selection process described in Section 5. The capitalized terms in this RFP have the meanings as first used in the text of this RFP.

At completion of the evaluation process, the City of Atwater (“City”, “Owner”) will select a Respondent to enter into negotiations for the award of a Design Services Agreement (see Attachment C, Sample Design Services Agreement).

This RFP is subject to revision after the date of issuance via written addenda. Any such addenda will be posted on the City’s web site and will not be distributed directly to any potential Respondents. It is each Respondent’s responsibility to obtain all RFP addenda prior to submitting its Proposal.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP.

Proposers are required to comply with all applicable federal, state, and local laws and regulations. Proposer’s attention is directed to the Sample Design Services Agreement for more information.

In no event will Owner be liable for any costs incurred by any Respondent or any other party in developing or submitting a Proposal.

1.2 RFP Organization

This RFP consists of six (6) Sections and four (4) Attachments:

- Section 1: Introduction
- Section 2: Project Overview
- Section 3: Procurement Process
- Section 4: Proposal Submission Requirements
- Section 5: Proposal Evaluation and Selection
- Section 6: Conditions for Respondents

- Attachment A: Scope of Work
- Attachment B: Required Forms
- Attachment C: Sample Design Services Agreement
- Attachment D: Project Location Map

The contents of the RFP Attachments take priority over any conflicting statements in the RFP Sections.

1.3 Owner's Objectives

The Owner's objectives for delivery of the Project are as follows:

- **Quality:** Provide engineering studies, analyses, reports, designs, Plans, Specifications, and Estimates ("PS&E") that meet or exceed all applicable standards, regulations, and guidelines, in addition to generally accepted industry standards. Final deliverables must be in a format ready for bidding and construction.
- **Cost:** Provide cost-effective engineering designs that minimize lifecycle Project costs. Complete the engineering design Scope of Work on budget.
- **Schedule:** Achieve the scheduled completion date of July 2026.

The Owner is committed to working in close collaboration with the selected Respondent to develop the Project's design to achieve the Project objectives.

1.4 Pre-Qualifications

Proposers must have at least five (5) years of continuous experience as an engineering firm in public utility projects. Experience shall be demonstrated in the Proposal with a minimum of three (3) similar project examples completed within the last five (5) years.

Section 2. Project Overview

2.1 Project Scope

The City of Atwater is proposing the construction of new water and sanitary sewer pipelines, including one sewer lift station to serve the existing and future development surrounding Phase 1 of the Atwater-Merced Expressway. Phase 1 of the Atwater-Merced Expressway was constructed in 2016 with the intent to provide a direct connection between SR-99, Castle Commerce Center, and UC Merced, via Santa Fe Drive and Bellevue Road (north of Santa Fe). Currently the Atwater-Merced Expressway is constructed from SR-99 to Green Sands Avenue. More information on planned development can be found on the City of Atwater website.

The City intends to move forward with the development of Plans, Specifications, and Engineers Cost Estimate (PS&E) for construction of the Project, which includes construction of approximately 4,200 feet of gravity sewer line along the south side of Green Sands Avenue, from Gurr Road to a lift station on the east side of the Canal Creek and approximately 1,000 feet of force main from the proposed lift station to an existing sewer main at Buhach Road and Green Sands Avenue. This project also proposes development of PS&E for approximately 1-mile of water main from Gurr Road to Buhach Road, along the south side of Green Sands Avenue. All improvements would be designed to Caltrans Standards as supplemented by the City of Atwater Improvement Standards and Specifications.

Owner is soliciting proposals from qualified firms for professional engineering design services to complete Scope of Work for the PS&E Phase for the Green Sands/Canal Creek Crossing.

The Preliminary Project Scope of Work, design standards and performance requirements are described in more detail in Attachment A (Scope of Work); however, Respondents should modify the Scope of Work items where appropriate, taking into account their recent experience on similar projects and the City's intent to enter into a contract with the selected firm to complete the PS&E Phase of the Project.

2.2 Project Budget and Funding

This phase of the Project will be funded by an Environmental Protection Agency – Community Change Grant, which funds projects that advance environmental and climate justice while reducing climate pollution.

2.3 Project Schedule

City is pursuing an aggressive schedule with completion of PS&E anticipated no later than 7/31/2026.

2.4 Prevailing Wages

Certain labor categories under this project may be subject to Federal and State prevailing wages.

If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. Copies of the State of California wage schedules are available for review at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. The successful Proposers shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work under the contract available to interested parties upon request and shall post copies at the successful Proposer's principal place of business and at the project site.

It shall be mandatory upon the Proposer to whom the contract is awarded, and upon any subconsultants, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. Pursuant to Labor Code sections 1725.5 and 1771.1, the Proposer and all subconsultants must be registered with the Department of Industrial Relations ("DIR") at the time of submitting a proposal. No proposal will be accepted, nor any contract entered into without proof of the Proposer's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the successful Proposer and its subconsultants, of any tier, shall maintain active registration with the DIR for the duration of the project. The contract awarded pursuant to this RFP may also be subject to compliance monitoring and enforcement by the DIR.

The successful Proposer will be required to provide their Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

Section 3. Procurement Process

3.1 Acknowledgement of RFP

Each potential Respondent should provide the Owner, within ten days of receipt of this RFP, an acknowledgement that it has received the RFP and is a potential Respondent. Such acknowledgement shall identify and provide full contact information for the Respondent Contact, who shall be the Respondent's single point of contact for the receipt of any future documents, notices and addenda associated with this RFP. Such acknowledgement must be sent in writing and a copy electronically transmitted to the Owner Contact.

3.2 Communications and Owner Contact

Spencer Supinger, Contract City Engineer, will act as the sole point of contact for this RFP for the Owner and shall administer the RFP process. All communications shall be submitted by email, and shall specifically reference this RFP. All questions or comments should be directed to the Owner Contact noted below. Questions received after the date and time shown in Section 3.3 may not be answered. Questions sent to other City personnel may result in the disqualification of Respondent.

Spencer Supinger, PE
City Engineer
City of Atwater
1350 Broadway Ave
Atwater, CA 95301
ssupinger@atwater.org

No oral communications from the Owner Contact or other individuals are binding. No contact with Owner staff, City Council members, City Planning Commissioners, or any other public official, concerning the Project during the procurement process is allowed. A violation of this provision may result in disqualification of Respondent.

3.3 Procurement Schedule

The current procurement schedule is as follows:

- | | |
|------------------------------------------|----------------------------------|
| • Issue RFP | January 15, 2026 |
| • Pre-Submittal Meeting | January 27, 2026 |
| • Deadline for Questions | February 3, 2026 by 5:00 PM PDT |
| • City Response to Questions | February 10, 2026 |
| • Proposals Due Not Later Than | February 19, 2026 by 2:00 PM PDT |
| • Presentations/Interviews (if required) | February 24, 2026 |
| • Proposal Evaluation/Selection | February 25, 2026 |
| • Contract Negotiations Completed By | March 10, 2026 |
| • Award Design Services Agreement | March 23, 2026 |

3.4 Pre-Proposal Meeting

Owner will conduct a pre-proposal meeting for those interested in responding to the RFP. **Attendance at this meeting is not mandatory; however, it is highly recommended that each potential Respondent attend the Pre-Proposal Meeting.** The meeting will be held at City of Atwater Council Chambers on January 27, 2026 starting at 10:00 AM PDT. At this meeting, Owner will offer information about the Project and the procurement process. Those who attend the pre-submittal meeting will have the opportunity to ask the staff questions regarding the RFP. Due to space constraints, each firm is limited to three (3) attendees at the meeting.

3.5 Method of Payment

The method of payment for this Contract shall be based on a Time & Materials Not to Exceed (T&M NTE) basis.

Section 4. Proposal Submission Requirements

4.1 Submittal Place and Deadline

Interested qualified firms are to submit a Proposal to the City as required by this RFP. It is the intent of City to award a contract to the proposer that clearly demonstrates the ability to provide these services with high professional standards.

Five bound paper documents (one original and four copies), as well as one electronic version of the Proposal on USB flash drive in PDF format, must be received no later than **2:00 PM PDT on February 19, 2026**, addressed to:

**Spencer Supinger, PE
City Engineer
C/O Office of the City Clerk
City of Atwater
1160 5th St
Atwater, CA 95301**

Each Respondent assumes full responsibility for timely delivery of its Proposal at the required location. Any Proposal received after the submittal deadline will be deemed non-responsive and returned. The delivered packaging containing the Proposal documents must note “**City of Atwater Green Sands – Canal Creek Utility Crossing**” on its face. The name of the Proposer submitting the Proposal should also be clearly marked on the outside of the envelope.

The USB flash drive shall contain a separate electronic file for the Cost Proposal in Microsoft Excel native file format, which file shall be password protected to prevent unauthorized opening the file. If the City intends to enter negotiations with a selected Proposer, then it will contact the firm to obtain access to the protected file.

4.2 Submission Format

The Proposal must not exceed 40 total pages (most or all 8½ x 11 inches with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of ten of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used in Proposal Parts 1 – 6.

4.3 Submission Content

The content requirements set forth in this RFP represent the minimum content requirements for the Proposal. It is the Respondent's responsibility to include information in its Proposal to present all relevant qualifications and other materials. The Proposal, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the Proposal.

These guidelines are provided for standardizing the preparation and submission of Proposals by all Respondents. The intent of these guidelines is to assist Respondents in preparation of their Proposals, to simplify the review process, and to help assure consistency in format and content.

The Proposal must include the following information in the order listed:

- Transmittal Letter
- Part 1 – Executive Summary
- Part 2 – Firm Profile and Qualifications
- Part 3 – Project Team
- Part 4 – Relevant Experience
- Part 5 – Project Approach
- Part 6 – Design Services Agreement Markup Summary
- Appendix A – Required Forms
- Appendix B – Resumes
- Appendix C – Certificate of Insurance
- Appendix D – Design Services Agreement Markup
- Appendix E – Separate, Sealed Cost Proposal

4.3.1 Transmittal Letter

Respondents must submit a transmittal letter (maximum two pages) on the Respondent's letterhead. It shall be addressed to the City's designated contact and must be wet signed in blue ink by a representative of the Respondent who is authorized to sign such material and to commit the Respondent to the obligations contained in the Proposal. The transmittal letter must include the name, address, phone number and e-mail address for the Respondent Contact, and must specify who would be the Proposer's signatory to any contract documents executed with the Owner. The transmittal letter shall reference this RFP and may include other information deemed relevant by the Respondent.

The transmittal letter must refer to Proposal Appendix A (Required Forms), based on the forms in RFP Attachment B (Required Forms). All addenda received must be acknowledged in the transmittal letter.

4.3.2 Part 1 – Executive Summary

The executive summary (maximum two pages) must include a concise overview of the key elements of the Proposal and must summarize and refer to information in the Proposal concerning satisfaction of the Minimum Qualifications Requirements. The executive summary shall not be used to convey additional information not provided elsewhere in the Proposal.

4.3.3 Part 2 – Firm Profile and Qualifications

A detailed and complete description of the company proposed as the Proposer must be provided in Part 2 of the Proposal (the term “company” can refer to either a single entity or a joint venture). Information concerning Key Personnel and other firms that may be included on the Project Team, such as subconsultants and subcontractors, should be provided in Part 3 of the Proposal. The Proposer Profile must include the following information:

- **General**

Provide general information about the Proposer, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses.

- **Legal Structure**

Identify whether the Proposer is organized as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. As applicable, identify the owners of the Proposer (*e.g.*, shareholders, members, partners, and the like) who hold an interest of ten percent or more.

- **Project Office Location**

Identify where the Proposer intends to maintain its project office(s) and where the majority of the design work will be performed.

- **Insurance**

A letter or Certificate of Insurance from the proposer’s insurance company must be provided stating its ability to acquire and provide the minimum limits for the required insurance as shown in the Sample Design Services Agreement.

The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of A:VII or better and are duly licensed or authorized in California.

- **Financial Management and Accounting**

The Agreement shall not be awarded to a Proposer without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The Proposal shall include evidence of adequate financial management systems that meet these requirements and document their use under relevant experience.

The Proposal must provide the following additional information pertaining to factors or events that have the potential to adversely impact the Proposer's ability to perform its contractual commitments:

- **Material adverse changes in financial position.** Describe any material historical, existing or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.
- **Legal proceedings and judgments.** List and briefly describe any pending or past (within 10 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the general counsel.
- **Completion of contracts.** Has the Proposer failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 10 years? If so, describe the circumstances.
- **Violation of laws.** Has the Proposer been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past 10 years? If so, describe the circumstances.
- **Conflict of Interest Statement.** The Proposer shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project. The Proposer shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The Proposer shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Proposer's ability to perform its contractual commitments.

The Respondent must notify the Owner of any changes subsequent to submission of the Proposal and before the selection process is completed (and, in the case of the selected Respondent, before executing the Design Services Agreement).

4.3.4 Part 3 – Project Team

The composition, organization and management of the Project Team must be described in two separate subsections. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.

Proposer/other firms:

- Identify any other firms (such as subcontractors and subconsultants) included on the Project Team along with the Proposer, and describe the scope of the Proposer's and each firm's services and responsibilities during the Project.
- Provide an organizational chart showing the reporting relationships and responsibilities of the Proposer and any other firms and describe the Proposer's approach to the management of such firms.

Key Personnel

- Identify all Key Personnel (and their firm affiliations) on the Project Team and describe their specific responsibilities during the Project.
- Provide an organizational chart showing the reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations) and describe the Proposer's approach to the management of such Key Personnel.
- Indicate the commitment of all Key Personnel in terms of an estimated percentage of time during the Project.
- Provide resumes for all Key Personnel in Proposal Appendix B (Resumes). Resumes must be limited to two pages per individual and include:
 - Academic and professional qualifications
 - Professional registration(s) (as applicable)
 - Experience as it relates to the Project and to the individual's specified role on the Project
 - Length of employment with firm.

Any change in the firms or Key Personnel included in the Proposal would require Owner approval.

4.3.5 Part 4 – Relevant Experience

The Proposal must describe the performance history and experience of the Project Team (including subconsultants, where applicable) completing similar projects in a timely and cost-effective manner. Proposer shall demonstrate experience managing subconsultants (if applicable) on similar projects. This section shall clearly demonstrate experience and success of the Project Team working on transportation projects.

Reference Projects

The City will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

Each project description shall contain at least the following information:

- Name of owner/agency
- Owner/agency reference (project manager) and contact information
- Role of Respondent
- Contract value
- Funding source
- Date of contract
- Date of completion
- Project objective
- Description of the project showing relevance to this Project
- Project outcome
- Names of firms and Key Personnel that participated in the project and are included in this Proposal, along with a clear description of the roles and responsibilities of each.

In addition, a one-page summary table should be provided to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects.

4.3.6 Part 5 – Project Approach

Describe your project and management approach. Provide a detailed description (maximum five pages) of the Proposer's approach for managing the team and performing its services during the Project. The following items should be addressed:

- Discuss how a collaborative relationship with the Owner would be established during design development, scheduling, and cost estimating.
- Discuss how the design and construction processes will interface (e.g., how constructability issues would be addressed).
- Identify the work components critical to the Project's success and how these components would be achieved.
- Discuss any key risk factors that have already been identified and/or how will they be identified and mitigated.
- Provide a Project-specific quality plan.
- Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals.
 - Proposals shall include tentative project schedule showing the timeline of all deliverables.
 - The final schedule will be negotiated with the awarded Proposer based on its individual estimate or required time and any changes to the scope of work.
 - It is anticipated that work shall begin within two weeks of an executed Agreement between the City and the awarded Proposer, following Notice to Proceed.
- Provide a Detailed Scope of Work
 - See the Project Scope of Work provided as RFP Attachment A
 - Include a detailed Scope of Work Statement describing all services to be provided.

- Describe project deliverables for each phase of your work.
- Describe your cost control and budgeting methodology for this project.
- Provide responses to the following:
 - Describe critical engineering design issues associated with the project and how you will address these.
 - Describe critical environmental issues and how you will address these.
 - How cost and schedule could be minimized.

4.3.7 Part 6 – Design Services Agreement Markup

A sample Design Services Agreement (“Agreement”) is included in RFP Attachment C and attached hereto and incorporated herein by this reference for review by the Proposer. Please take time to thoroughly read and understand the entire Agreement. The City expects all Proposers are willing and able to sign the Agreement as presented. If a Proposer believes specific items in the Agreement are out of date, not applicable, or place an undue burden or cost on the Proposer or City, the Proposer must present these concerns in writing in Proposal Appendix D (Design Services Agreement Markup). If applicable, Proposal Appendix D must include a detailed markup of the sample Design Services Agreement (including any attachments), setting forth any and all revisions requested by the Respondent.

Part 6 of the Proposal must provide a summary description any proposed revisions included in Proposal Appendix D (Design Services Agreement Markup) and explain the rationale for such requested revisions and the associated benefits to the Owner.

The Owner is not obligated to accept any of the requested exceptions, modifications, additions, etc. submitted by the Respondent, if any, in the Design Services Agreement Markup when negotiating and finalizing the Design Services Agreement. Furthermore, the Owner may request additional revisions during negotiations and before finalizing the Design Services Agreement.

Respondents are encouraged to carefully review RFP Attachment C (Sample Design Services Agreement) and to submit written questions and comments by the deadline specified in Section 4. Based on its assessment of the comments submitted, the Owner (at its sole discretion) may modify the Sample Design Services Agreement via addenda. The Owner expects that this review and comment process will substantially reduce the need for extensive post-selection negotiation.

Any exception to the Agreement made as part of a Proposal can be grounds for disqualification of the Proposal.

4.3.8 Proposal Appendices

- Appendix A
Provide all Required Forms (See RFP Attachment B).

The following forms, attached hereto and incorporated herein by this reference, shall be filled out and submitted with the proposal:

- i. DIR Registration Certification

The following forms, attached hereto and incorporated herein by this reference, shall be filled once highest ranked Proposer has been notified by the City of Atwater:

- i. Levine Act Disclosure Form

- Appendix B
Provide Resumes for all Key Personnel. See RFP Section 4.3.4.
- Appendix C
Provide Certificate of Insurance (See Sample Design Services Agreement).
- Appendix D
Provide Design Services Agreement Markup, if applicable.
- Appendix E
The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the City is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, where required. Five (5) wet signed copies of the Cost Proposal shall be submitted in a separate sealed envelope from the Proposal. The cost proposal is confidential and will be unsealed after all Proposals have been reviewed, and most qualified consultant has been selected. Proposer shall identify progress payments at defined milestones/tasks for any Time & Materials tasks. Cost Proposals must include all costs to complete the Scope of Work, including the costs of all materials, tools and equipment, labor, direct salaries, fringe benefits, other benefits, payroll additions, other direct costs, indirect costs, and fees.

Section 5. Proposal Evaluation and Selection

5.1 General

All proposals will be evaluated by a City of Atwater Selection Committee (“Committee”). The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the Proposers. The evaluation of the Proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Atwater Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each Proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any Proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City’s requirements as set forth in this RFP.

The selection process may include oral interviews at the sole discretion of the Committee. If required, Proposers will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only the Cost Proposal from the most qualified Consultant will be opened to begin cost negotiations. All unopened Cost Proposals will be returned at the conclusion of procurement process. Upon acceptance of a Cost Proposal and successful contract negotiations, staff will recommend a contract be awarded.

5.2 Responsiveness

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in rejection of the Proposal as non-responsive. At its sole discretion, however, the Committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

5.3 Minimum Qualification Requirements

Each responsive Proposal will be reviewed to determine whether it meets the Minimum Qualification Requirements outlined in this subsection. At its sole discretion, the selection committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any Proposal that does not satisfy all the following Minimum Qualification Requirements may be rejected.

- **Material adverse condition.** The Proposer must not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, weak operating net income or cash flow, or excessive leverage, that gives rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern, to provide insurance, or to maintain sufficient financial strength to undertake and successfully complete the Project.
- **Licensing and registration.** The Proposer and each firm must be licensed in California for the type of work to be performed. The Project Team must include in responsible charge a Civil Engineer registered in California.
- **Design experience.** Within the past five (5) years, the Proposer must have successfully completed the design of at least three (3) similar projects for municipal clients in California.

5.4 Comparative Evaluation Criteria

The selection Committee will evaluate and rank the responsive Proposals that satisfy the Minimum Qualification Requirements by applying the weighted comparative evaluation criteria set forth below. Completeness of Response and Conflict of Interest Statement are evaluated on a pass/fail basis as part of the Minimum Qualification Requirements.

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.

3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

Evaluation Criteria		
No.	Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	20
4	Scope of Services to be Provided	15
5	Schedule of Work	15
6	Conflict of Interest Statement	Pass/Fail
7	References	5
--	Subtotal / Total	75
Optional Oral Interviews Evaluation Criteria		
8	Presentation by Team (Optional)	10
9	Q&A Response to Panel Questions	15
--	Subtotal	25
--	Total	100

5.4.1 Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

5.4.2 Qualifications & Experience (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide civil engineering services on similar projects.

5.4.3 Organization & Approach (20 points)

- a. Describes familiarity of Project and demonstrates understanding of work completed to date and project objectives moving forward.
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of Project Team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to City needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project Team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by included resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
 - iii. Identifies licensed Civil Engineer in Responsible Charge.
- e. Working Relationship with City and/or Similar Agencies
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist City during the project.

5.4.4 Scope of Services to be Provided (15 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for similar projects.

5.4.5 Schedule of Work (15 points)

- a. Schedule shows completion of the work within or preferably prior to the City's overall time limits.

- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and regulatory compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

5.4.6 Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

5.4.7 References (5 points)

- a. Provide as reference the name of at least three (3) agencies the firm currently or has previously consulted for in the past five (5) years.

5.4.8 Presentation by Team (10 points) (If Required)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

5.4.9 Q&A Response to Panel Questions (15 points) (If Required)

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the following table:

Consultant Proposal Scoring				
No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		20	
4	Scope of Services to be Provided		15	
5	Schedule of Work		15	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	References		5	
8	Presentation by Team (Optional)		10	
9	Q&A Response to Panel Questions (Optional)		15	
Total:	--	--	100	

5.5 Selection

After the evaluation process is complete, the Owner will notify Respondents of the rankings. The top-ranked Respondent will be either selected for contract award on the basis of its Design Services Agreement Markup or offered the opportunity to negotiate the final terms of the Design Services Agreement. However, if the Owner determines (at its sole discretion) that the top-ranked Respondent's Design Services Agreement Markup may require protracted negotiations, the Owner may choose to either select or negotiate with the next-ranked Respondent. If negotiations with any Respondent are not successful, the Owner may either select the next-ranked Respondent for award on the basis of its Design Services Agreement Markup or offer it the opportunity to negotiate the Design Services Agreement (and so on for lower-ranked Respondents).

Section 6. Conditions for Respondents

6.1 Owner Authority

Owner is a municipal corporation in the State of California. Adequate budget is established to cover City's anticipated costs for the services solicited. City Council will be required to approve any staff recommendation to enter into a Design Services Agreement for the Project.

6.2 Ineligible Firms and Individuals

The following firms and individuals are serving in an advisory capacity to the Owner or to Project stakeholders with which the City is authorized to negotiate on matters related to the Project, and are therefore not eligible to assist or participate with any Respondent that submits a Proposal for the Project.

- **JLB Traffic Engineering, Inc.**
- **QK**

6.3 Conflict of Interest

Each Respondent submitting a Proposal is responsible for determining whether or not its participation or the participation of its subconsultants in the proposed Design Services Agreement constitutes a conflict of interest or a potential conflict of interest under California Government Code Sections 1090 or 83111-83116, or other applicable law. Each respondent must investigate and manage any potential conflict of interest as part of considering whether to submit a Proposal and when assembling its Project team. Given the complexity in determining the existence of a conflict of interest, it is difficult to generalize about what facts might, or might not, result in a conflict of interest. Accordingly, the following are intended to be general guidelines that potential Respondents should treat solely as a starting point in their analysis:

- Any person or firm who substantially participated in the preparation of this RFP package, or any material element thereof, is prohibited from participating in the preparation of a Proposal by, or otherwise being a part of, any Project team responding to this RFP.
- A Respondent is prohibited from including as a member of their Project team or otherwise using on this project any person who substantially participated in the preparation of the RFP , or any material element thereof.

The existence of such a conflict of interest is a basis for Owner to disqualify a Respondent's participation in this RFP process. If Owner determines that a Respondent is disqualified because of the existence of such a conflict of interest, it will provide the Respondent with a written statement of the facts leading to that conclusion.

6.4 Confidentiality and Proprietary Information

All materials and information submitted to Owner under this RFP process becomes the exclusive property of Owner but, if not otherwise a public record under the California Public Records Act (California Government Code section 6250 et seq.), shall not be open to public inspection. All submissions and other correspondence will be subject to the following requirements:

- After issuance of a notice of intent to award a Design Services Agreement, all submissions will be subject to public disclosure to the extent such information constitutes a public record under the California Public Records Act.
- There are a limited number of exceptions to the disclosure requirements under the Public Records Act, such as for trade secret information. Owner is not in a position to determine what information in a submission, if any, may be subject to one of these exceptions. Accordingly, if a Proposer believes that any specific portion of its submission is exempt from disclosure under the Public Records Act, the Proposer must mark the portion of the submission as such and state the specific provision in the Act that provides the exemption and the factual basis for claiming the exemption. For example, if a Proposer believes a submission contains trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption for such information and the factual basis for claiming the exemption.
- If a request is made for information in a submission that a Proposer has properly marked as exempt from disclosure under the Public Records Act (e.g. information that the Proposer has marked as "Confidential", "Trade Secret" or "Proprietary"), Owner will provide the Proposer with reasonable notice of the request and the opportunity to seek protection from disclosure by a court of competent jurisdiction. It will be the Proposer's sole responsibility to seek such protection from a court. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- Any submission that contains language attempting to make overbroad portions of the submission exempt from disclosure or that fails to provide the exemption information required above will be considered a public record in its entirety. Therefore, do not mark your entire submission as "confidential," "trade secret," or "proprietary."

6.5 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of Proposals and award of the Design Services Agreement, Owner reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the Design Services Agreement, without incurring any obligations or liabilities.
- Reject any or all Proposals.
- Modify the procurement schedule.
- Waive deficiencies, informalities and irregularities in a Proposal and accept and review a non-conforming Proposal.
- Suspend and terminate the procurement process or terminate evaluations of Proposals received.
- Permit corrections to information submitted with any Proposal.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in a Proposal.
- Seek or obtain, from any source, information that has the potential to improve the understanding and evaluation of the Proposals.
- Seek clarification from any Respondent to fully understand information provided in the Proposal and to help evaluate and rank the Respondents.
- Reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the RFP or otherwise not acceptable to the Owner.
- Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Respondent during the evaluation of its Proposal.

6.6 Obligation to Keep Project Team Intact

Respondents are advised that all firms and Key Personnel identified in the Proposal shall remain on the Project Team for the duration of the procurement process and execution of the Project (the anticipated dates for award of the Design Services Agreement and for completion of the Project are set forth in Subsection 2.3 of this RFP). If extraordinary circumstances require a change, it must be submitted in writing to the Owner Contact, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Respondent's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

6.7 Addenda

If any revisions to the RFP or procurement process become necessary or desirable (at the Owner's sole discretion), the Owner may issue written addenda. **The Owner will not transmit addenda to potential Respondents.** The Owner will post all addenda on the Owner's website at <https://www.atwater.org/bids-rfps-rfqs/> and through any third-party service where they RFP was initially advertised. **It is Respondent's responsibility to obtain all addenda prior to submitting any Proposal.**

6.8 Protests

The following procedures shall apply whenever any interested party desires to dispute the City's selection of a Proposer for award of a Design Services Agreement or any other aspect of the RFP process.

A Proposer may protest a contract award if the Proposer believes that the award is inconsistent with the City's policies, or if this RFP is not in compliance with law.

A Proposer has no right to dispute a determination that it is not qualified based upon a late or incomplete Proposal submittal. There is no right to dispute the RFP process requirements if any objection thereto could have been addressed by submitting a question and/or objection prior to the Deadline for Questions in Section 3.3. The protest by the interested party shall be undertaken at the interested party's expense.

The interested party initiates a protest by delivering to Owner a written notice requesting a hearing and setting forth the grounds for the protest as well as all the facts relevant to the protest. The protesting party must deliver the written notice to the same location that the Proposals were required to be delivered. The protesting party must deliver such written notice within five (5) business days following the date of Owner's Notice of Selection. Any protest submitted after 5:00 p.m. of the fifth business day after notification of contract award will be rejected by City as invalid. **The protesting party waives its right to dispute Owner's decision if it fails to deliver the notice within five (5) business days following the date of Owner's written Notice of Selection.**

The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address, and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived. City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing.

Protests that do not follow these procedures shall not be considered and shall fail to exhaust administrative remedies with the City. The protest procedures constitute the sole administrative remedy available to any party under this procurement. Upon exhaustion of this remedy no additional recourse is available with the City of Atwater.

Upon receipt of the formal protest, the City Manager, or his/her designee, will attempt to resolve the protest and/or render a decision with respect to the merits of the protest. City will, within a reasonable time, provide the Proposer submitting the protest with a written statement concurring with or denying

the protest. The decision of the City Manager, or his/her designee, is final, is not subject to appeal or reconsideration, and constitutes the protesting party's sole, entire, and exclusive administrative remedy.

A protest shall be disallowed when, in the judgment of the City Manager, or his/her designee, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner or other procedural irregularity or deviation.

Failure to comply with these procedures will constitute a waiver of any right(s) to further pursue the protest, including filing a Government Code claim or legal proceedings.

Attachment A

Scope of Work

1. GENERAL DESCRIPTION OF SCOPE OF WORK

- a. The Scope of Work will ultimately be negotiated between the City and the successful Proposer and placed within the Agreement.
- b. The following represents the City's best attempt to define the goals of the RFP and better describe its expectations of work to be performed. The Scope of Work should not be considered complete or absolute by the Proposer. Proposer shall review the scope of work below and add or remove items based on their own knowledge and experience on recently completed projects and industry requirements.
- c. The Project generally consists of the design of approximately 4,200 feet of 12" and 18" gravity sewer line along the south side of Green Sands Avenue, from Gurr Road to a proposed lift station on the east side of Canal Creek and approximately 1,000 feet of force main from the proposed lift station to an existing sewer main at Buhach Road. The project also includes design of approximately 1 mile of 12" water main along the same alignment. The project also includes obtaining any required approvals/permits for the future construction of the project improvements.
- d. The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:
 - i. Federal laws
 - ii. State laws
 - iii. Local laws
 - iv. Rules and regulations of governing utility districts
 - v. Rules and regulations of other authorities having with jurisdiction.

The Consultant shall comply with all insurance requirements of the City, included in the Sample Design Services Agreement.

Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought-out methodologies and shall be identified as optional and priced out separately in the sealed fee proposal.

2. SCOPE OF WORK

Successful Proposer must:

- Coordinate effectively with City staff and make sufficient site visits to obtain all required information to prepare a complete design for the Project.
- Obtain all permits required for the construction of the project improvements, including any permits required to install water and sewer pipelines across Canal Creek.
- Complete the PS&E in accordance with the design standards referenced in Section 3 of this Attachment A.
- Provide the City with a complete set of construction plans, special provisions, technical specifications, and construction cost estimates to be used for the bidding and construction of the Project. The work shall meet all applicable state and federal requirements.

Task 1 – Project Management and Meetings:

The City Engineer will serve as the contract manager and direct liaison to the City, any other agency having jurisdiction, and other Project stakeholders. The Consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing agendas, minutes, field reviews, tracking action items for the City and consultant sub-contractors, and preparing all submissions for the City to submit to any other agency having jurisdiction.

The Consultant shall schedule, facilitate, coordinate, and attend all identified project meetings with the City's representatives to be held at the City of Atwater, by teleconference, or at the project site, if needed. The Consultant shall be responsible for developing meeting agendas and keeping meeting minutes for all meetings. Meeting agendas and minutes shall be submitted to the City of Atwater within 2 business days before and after a meeting is held. Consultant shall be responsible for timely response to City Staff questions/correspondence within 2 working days of request from the City. Consultant is to clearly describe the number of meetings anticipated for a project of this type. The following meeting is the minimum required for this project and the consultant can propose more meetings if the consultant desires. The number of meetings shall be reflected in the Cost Proposal.

- a. Project Meetings: The following meetings, at a minimum, shall be included in the base services to be provided by the Consultant.
 - i. Project Kick-Off Meeting (one meeting): Upon receiving Notice to Proceed, the Consultant is expected to review all base data provided by the City and prepare for the kick-off meeting with the City. This meeting shall occur within one (1) week of issuance of the Notice to Proceed. This meeting shall be used to assure complete understanding of the scope of the Project and relevant milestones. The Consultant shall be prepared to discuss the following topics.
 - (1) Review and discuss the scope of work (tasks, deliverables, meetings, etc.)
 - (2) Review and discuss the schedule (updates, critical path items, subconsultant work, etc.)
 - (3) Review and clarify the respective responsibilities of the City and Consultant
 - (4) Discuss data requests and delivery methods
 - (5) Visit the project site and assess existing conditions
 - ii. Preliminary Design (one meeting): The Consultant shall prepare a preliminary design to identify any potential conflicts or issues that could cause delays in the design and construction process. The preliminary design shall identify the following items:
 - (1) Depict the design approach to delivering the construction plans
 - (2) Identify intersection configurations and controls
 - (3) Identify any potential conflicts with utilities and existing features
 - (4) Depict the proposed signal interconnect layout for integration to City system.
 - iii. Biweekly Project Team Meetings: The City's schedule is aggressive and relies on constant proactive management and coordination between City and Consultant for success. The Consultant will be responsible for hosting a biweekly Project Team Meeting, with Consultant and sub-contractor staff as deemed appropriate by Consultant for the current and upcoming Project

- tasks. This meeting will focus on Project milestone schedule tracking and advancement of the Project design. Consultant will review Project progress since the previous meeting, present opportunities for value engineering, and have an opportunity to address questions to City staff and department management for input and/or decision making. Duration is anticipated to require one (1) hour, although Consultant is to clearly describe the number of meetings and duration anticipated for a project of this type.
- iv. Plan check comments review meetings: The Consultant shall meet with the City to review the plan check comments after each submittal. The Consultant will be responsible for scheduling the appropriate update meetings, developing a meeting agenda, and keeping the meeting minute summaries for all meetings. Consultant will be responsible for timely response to City Staff questions/correspondence within 2 working days of request from the City. Consultant is to clearly describe the number of meetings anticipated for a project of this type.
- b. Project Management: Consultant shall provide comprehensive, proactive, effective, and efficient Project Management.
- i. Project Team Management: Consultant shall manage and coordinate the Project Team including Consultant staff and sub-contractors.
- ii. Schedule Management: Consultant shall develop, manage, and track the Critical Path Method ("CPM") Project Schedule in Microsoft Project or other approved software program. The schedule shall include all milestone activities and sub-activities, including agency review periods, from Award of Contract through Approval of PS&E. The CPM Project Schedule shall be maintained current and reviewed at biweekly Project Team Meetings. The City anticipates the Project scope of work being delivered on time.
- iii. Budget Management: Consultant shall be responsible to manage their resources to complete the scope of work within budget and without delay to the Project Schedule. The City anticipates the Project scope of work to be delivered by Consultant within budget.
- iv. Agency Coordination and Permitting: Consultant shall be responsible to coordinate with Agencies Having Jurisdiction for Project design development and ultimate construction, deliverables review, permitting, and approvals where required. Special consideration should be taken for any approvals/permitting needed for the crossing of proposed utilities across Canal Creek.
- v. Quality Assurance/Quality Control: The City expects that quality assurance is integral to the organizational structure, business processes, operating procedures, adopted standards and staff development programs of any highly qualified Consultant considered for this Project. Consultant shall provide Quality Control to ensure internal peer review by highly-qualified technical staff for all designs, calculations, memos, reports, plans, special provisions, technical specifications, and all other deliverables.

Task 2 – Right-of-Way and Topographic Surveys:

Consultant shall provide complete surveys as required for completion of the engineering tasks. It is anticipated that surveys and improvement plans will be prepared to a scale of 1 inch equals 20 feet (1"= 20', or "20' Scale"). All surveys shall be prepared in U.S. Feet on California State Plane Coordinates, Zone 3, NAD83 horizontal datum, NAVD88 vertical datum, and shall reference the Merced County GIS Network stations.

- a. Right-of-Way Surveys: Consultant shall provide complete resolved surveys of existing rights-of-way for all affected roadways using record information and field surveys as required, including all areas of planned improvements and potential areas of future right-of-way acquisition. Bearings and distances shall be indicated as required.
- b. Topographic Surveys: Consultant shall provide complete design-level topographic survey extending a minimum of fifty feet (50') beyond the Project Area. The survey may be completed by aerial methods with supplemental ground surveys, or entirely by GPS/conventional ground survey methods. The survey shall include all planimetric linework for items in contact with the ground; all overhead utility lines (catenary survey not required unless Consultant requires it to ensure legal clearance at crossing locations); all buried wet utilities, irrigation systems, and culverts with invert elevations and pipe sizes; visible wet and dry utilities; tree dripline canopies and trunk sizes; outlines of miscellaneous shrubbery; edges of pavements; walls; fences; buildings; signs; tops and bottoms of slopes; ridges, low points, and grade breaks; spot elevations at regular intervals and as required to interpret contours; contours at one foot (1') maximum intervals; hatching and designation of various groundcovers and pavements; and any other pertinent information. Consultant shall coordinate with all known utilities providers and with Dole International as required to obtain system plats and/or record drawings for incorporation into surveys.

Task 4 – Utility Locating / Pot Holing:

Consultant shall provide for utility locating as required to identify the horizontal and vertical location of all buried public and private utilities and irrigation systems in order for conflicts and/or potential service interruptions can be avoided or remediated in Project design.

Task 5 – Plans, Specifications, and Estimates ("PS&E"):

Consultant shall provide complete engineering design, plans, specifications, and construction estimates necessary for bidding, and construction of the Project. Electronic drawing files, where required, shall be provided in AutoCAD native file format.

- a. Preliminary Work:
 - i. Basis of Design: Prior to beginning work on the PS&E, Consultant shall prepare a Basis of Design document to identify all assumptions, guidelines, standards, and engineering criteria proposed for Project engineering design development. The City will review and approve the Basis of Design prior to commencement of work on the PS&E.
 - ii. Base Drawing: Consultant shall utilize work product prepared in the preceding tasks to refine the selected alignment to produce the geometric base drawing for review and approval prior to

- commencement of work on the PS&E. Typical sections and profiles may accompany the 30% PS&E submittal in order to expedite the design development.
- b. Concurrent Work:
- i. Right-of-Way Engineering: Consultant shall identify the ultimate right-of-way at the earliest possible stage of design development. This includes special conditions where Green Sands Avenue may exceed the planned or existing right-of-way, as well as additional right-of-way needs for sewer lift station. This task does not include the preparation of survey plats and legal descriptions for right-of-way acquisition.
 - ii. Utilities Coordination: Consultant shall identify impacts to any utilities and shall prepare the "A", "B", and "C" letters and plans as required to coordinate with the PS&E.
 - iii. Calculations: Consultant shall provide calculations for the sewer pump station based on the design flow rate provided by the City. Detailed designs shall be included in the PS&E.
- c. Plans, Specifications, and Estimates (PS&E): Consultant shall provide complete improvement plans, specifications, and cost estimates for the Project. Consultant shall coordinate with City for approval of a title block for use on all improvement plans.
- i. Improvement plans shall be furnished complete including but not be limited to:
 - (1) Cover Sheet: Project title and description; sheet index; overall project map with City limits, alignments, and stationing; vicinity map; Consultant and sub-contractor information; utility company contacts; approvals/signatures blocks; WDID number; and other items as determined necessary by the City.
 - (2) General Notes Sheets: City standard notes; Consultant's general construction notes; legends; abbreviations; and other items as determined necessary by the City.
 - (3) Project Key Sheets: All alignments with stationing and sheets indicated.
 - (4) Project Control Sheets: Horizontal and vertical control used for surveys; coordinates of key alignment points and intersection station equations; all alignment geometric information; coordinates for existing and proposed monumentation.
 - (5) Water and Sewer Plan and Profile Sheets:
Plan view: showing but not limited to existing survey benchmarks; existing conditions; existing grades at project construction limits; existing topography contours with elevations and spot grades for clarification; finish grades for proposed surface improvements, sewer structures, valve covers; and flow lines; sheet-specific notes and instructions to the contractor specific to site preparation, grading, and surface improvements shown on each sheet; general information and references to plan details for sewer and water system.
Profile view: showing but not limited to existing grade and proposed horizontal and vertical profile information at centerline including station and offset to roadway features; proposed grades and slopes; existing utilities; proposed utility locations, manhole rim grades and depths, valve locations, utility tie in locations, lift station, pipe sizes, pipe lengths, pipe inverts, pipe slopes, and pipe materials.
 - (6) Temporary Erosion and Sediment Control Plan Sheets: Specification and location of storm water Best Management Practices (BMPs) for construction activities in accordance with NPDES as implemented through California storm water regulations, City of Atwater Municipal Separate Storm Water Sewer System (MS4) permit requirements, and California Stormwater Quality Association (CASQA) guidelines. Locations of construction entrances,

material storage areas, construction materials washdown areas, portable restrooms, stockpiles, equipment storage areas, and refueling areas will be determined in consultation with City and Project stakeholders.

- (7) Temporary Erosion and Sediment Control Details Sheets: Construction details for BMPs identified in Erosion and Sediment Control Plan.
 - (8) Construction Details Sheets: (including equipment details, other details, Caltrans Standard Plans, City Standard Details, MID Standard Details) These sheets shall include details needed for all the proposed work and are not limited to details for grading, walls, pavements, trenches, pull boxes, equipment installation, pump stations, force mains, and any other details deemed necessary to adequately direct construction activities. All details referenced on the plans shall be included on the details sheets. All plans shall be prepared in sufficient detail to provide the necessary guidance for construction as determined by the City Engineer.
- d. PS&E Deliverables: The Consultant may not move onto the next phase of design without the approval from the City of the previous submittal.

Description	60% Submittal	90% Submittal	100% Submittal	Final Plans
Full Size Plans (24"x36")	3 sets	3 sets	3 sets	1 -Mylar 6 - Bond
Project Specifications Hardcopy	None	None	None	2 sets
Project Cost Estimate Hardcopy	None	None	None	2 copies
Electronic files of PS&E (Adobe PDF, MS Word, MS Excel, AutoCAD in the most current formats)	1 copy	1 copy	1 copy	1 copy
Return of City's Redline Comments of previous submittal (PS&E)	1 set	1 set	1 set	1 set (if applies)

For the 60%, 90% and 100% submittals, the Plans, Specifications, and Estimate shall be submitted to the City electronically except for the full size plan sets as noted. For the Final Plans, one (1) wet signed set shall be provided on of 4-mil minimum thickness translucent Mylar film for City Signatures and other Approval Signatures. Consultant shall scan and return the signed Mylar cover sheet together with six (6) copies of the signed plans on 20lb. bright white bond.

The consultant may propose the combining of submittals to meet the project schedule or as a cost saving measure. However, if consultant proposes to combine some of the submittals, they must explain how it would result in savings in terms of the overall PS&E schedule and project costs, as well as how Consultant will ensure the same quality product when compared to the non-combined submittals.

- e. Specifications: The Consultant shall prepare the following portions of the construction specifications for all the items listed in the bid schedule and the cost estimate. The City will provide the Proposer with the City's Bid Books template in MS Word electronic file format, in which the Proposer shall complete the following sections to correspond with the construction plans:
 - i. Special Provisions
 - ii. Bid Item Schedule (also provide in MS Excel electronic file format with calculations)
 - iii. Bid Item Descriptions including the measurement and payment for each bid item for the Project.

The City adopts the Caltrans Standard Specifications as its basic reference. Standard Provisions shall be provided to modify the Standard Specifications as necessary. Any additional Construction Specifications required shall be provided either as Standard Provisions or in the most recent CSI MasterFormat 3-part long form.

- f. Cost Estimates: The Proposer shall provide the city with a detailed cost estimate and bid item schedule for the work included in this Project. Caltrans bid item numbers shall be provided wherever applicable.

APPLICABLE STANDARDS

- a. Design standards applicable to this project:
 - i. State of California Highway Design Manual, Latest Edition
 - ii. State of California Manual on Uniform Traffic Control Devices (CA MUTCD), Latest Edition
 - iii. City of Atwater Improvement Standards and Specifications
 - iv. Caltrans 2023 Standard Plans (or latest edition)
 - v. Any utility relocations required shall follow the individual utility company standards.
- b. Construction standards applicable to the project:
 - i. Caltrans 2023 standards apply and shall be supplemented by City's Design standards where required.

Attachment B

Required Forms

The following forms, attached hereto and incorporated herein by this reference, shall be filled out and submitted with the proposal:

1. DIR Registration Certification

The following forms, attached hereto and incorporated herein by this reference, shall be filled once highest ranked Proposer has been notified by the City of Atwater:

2. Levine Act Disclosure Form

REQUIRED FORM - DIR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to propose on, be listed in a proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No proposal will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. This requirement will apply to all work under this RFP that is subject to the prevailing wage requirements set forth in Labor Code section 1720, et. seq., ("Prevailing Wage Work") and to proposer and any subcontractor proposed to perform such work.

Proposer hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Proposer: _____

DIR Registration Number: _____

*Name of Proposed Subcontractor: _____

DIR Registration Number: _____

*Include additional sheets as necessary to list additional proposed subcontractors who will perform Prevailing Wage Work, and DIR registration numbers.

Proposer further acknowledges:

1. Proposer shall maintain a current DIR registration for the duration of the project.
2. Proposer shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract(s) with subcontractors engaged to perform any Prevailing Wage Work and shall ensure that all such subcontractors are registered at the time of proposal opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the proposal is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

CITY OF ATWATER

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

Under the Levine Act as amended by SB 1439, officers of an agency are prohibited from accepting, soliciting, or directing campaign contributions over \$250 from any party to, or participant in, a proceeding involving a license, permit, contract, or other entitlement for use ("proceeding") before their agency¹. This includes contributions from parties and their agents, and from those with a financial interest in the matter (and their agents) who merely participate in a proceeding, as by speaking at a Council meeting. The prohibition applies while the proceeding is pending and for 12 months following a final decision, when the officer knows or has reason to know the party has a financial interest in the proceeding (such as owning a home nearby). (Gov. Code, § 84308, subd. (b).)

The Levine Act defines an "officer" as any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. § 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

1. Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
2. Serve as a member of a board or commission;
3. Serve as the chief executive of a state agency, or county, city or district of any kind; or
4. Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

Members of the City Council: <https://www.atwater.org/city-council/>

Members of the Planning Commission: <https://www.atwater.org/planning-commission/>

The party making this certification is responsible for determining whether a recipient of a political contribution is a City officer prior to answering the following two (2) questions:

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any City officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City action related to this contract?

☐ YES ☐ NO

If YES, please identify the person(s) or agent(s) making the contribution:

If YES, please identify the City officer receiving the contribution:

1. "License, permit, contract, or other entitlement for use," includes all business, professional, trade, and land use licenses and permits and all other entitlements for use, and all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises. (Gov. Code § 84308(a).)

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any City officer in the twelve (12) months following any City action related to this contract?

☐ YES ☐ NO

If YES, please identify the person(s) or agent(s) making the contribution:

If YES, please identify the City officer receiving the contribution:

Answering YES to either of the questions on this form does not preclude the City of Atwater from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified City officer from participating in any actions related to such contract.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE
STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature:	Date Signed:
Print Name:	
Title:	
Company:	

Attachment C

Sample Design Services Agreement

CITY OF ATWATER
DRAFT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of June 10, 2024 by and between the City of Atwater, a public agency organized and operating under the laws of the State of California ("City"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

- A. City is a public agency of the State of California and is in need of professional services for the following project:
- _____
- (hereinafter referred to as "the Project").
- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." [Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]

2. Compensation.

- a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." [Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]
- b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ [Insert amount of compensation]. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. [Insert Term or Time of Performance].

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). **[If the City has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

- a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
- c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

- a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
- b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to

such directions and amendments from City as herein provided.

11. Insurance

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

- (vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.
- (iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

- (i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.
- (ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's

duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

- i. Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

- (i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

- (ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.
 - (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
 - (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
 - (v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.
- h. Qualifying Insurers
- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:
 - (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- i. Additional Insurance Provisions
- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
 - (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by

Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements

Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

- a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.
- b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

- a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an

- applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in at the Superior Court of California for the County of Merced.

17. Termination or Abandonment

- a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Ownership of Documents and Confidential Information.

- a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.
- b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.
- c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that

neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

19. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

1160 Fifth Street
Atwater, CA 95301
Attn: City Manager

CityManager@atwater.org

CONSULTANT:

[***INSERT NAME, ADDRESS &
CONTACT PERSON***]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement.

Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements

[*INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***]**

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ATWATER
AND [***INSERT CONSULTANT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ATWATER

CONSULTANT

By: _____
Christopher Hoem, City Manager

By: _____
_____, _____

Date: _____

Date: _____

ATTEST:

By: _____
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

EXHIBIT A

Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C

Activity Schedule

EXHIBIT D

Federal Requirements

[DELETE EXHIBIT IF NOT APPLICABLE]

Attachment D

Project Location Maps



Green Sands Ave. Utility Crossing **City of Atwater**



- City limits
- L LRT Station
- Project Boundary





- ▲ Lift Station
- Project Boundary

Green Sands Ave. Utility Crossing

City of Atwater

