



City of San Juan
Bautista
Public Works Department

Request for Proposal

for

San Juan Bautista to Hollister Sanitary
Sewer Force Main

ATTN: Julie Behzad, City Engineer
CITY OF SAN JUAN BAUTISTA
311 2nd Street
P.O.Box 1420
San Juan Bautista, CA 95045-1420

Proposals Due by: 2:00PM, January 5, 2021



Request for Proposals

San Juan Bautista to Hollister Sanitary Sewer Force Main

Notice is hereby given that the City Engineer of the City of San Juan Bautista at 311 Second Street, San Juan Bautista, CA 95045 will receive SEALED PROPOSAL SUBMITTALS. The City of San Juan Bautista is soliciting Proposals for providing professional services for design, preparation of bid documents and construction support for the San Juan Bautista to Hollister Sanitary Sewer Force Main, as described in the attached Request for Proposals. Submittals will be accepted up until 2:00 PM PST, January 5, 2021. Proposals received after that time and date will not be considered. The City of San Juan Bautista accepts no responsibility if delivery is made to another location other than location specified above and/or delayed deliveries by your chosen carrier.

An evaluation team will review submitted qualifications and select the best qualified firm based on the criteria and selection process outlined in the RFP.

A free electronic copy of the RFP can be obtained by going to the City of San Juan Bautista website at <https://san-juan-bautista.ca.us>

A Notice of Intent must be emailed to Julieb@csgengr.com no later than 2:00 PM, December 14, 2020 with subject line "RFP Sewer Force Main Notice of Intent". Please provide consultant name, address, email address and telephone number which will be used to send addendum or revision (if any).

Respectfully Requested,

Julie Behzad
City Engineer

DESIGN SERVICES AND CONSTRUCTION SUPPORT FOR
San Juan Bautista to Hollister Sanitary Sewer Force Main

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NOVEMBER 2020 – City of San Juan Bautista website at <https://san-juan-bautista.ca.us>

PROPOSAL SUBMITTAL CHECKLIST
San Juan Bautista to Hollister Sanitary Sewer Force Main

The following documents/information must be filled out and/or included in the submittal in order to be considered for this project:

- Submit four hard copies and one electronic copy in PDF format on a USB drive of Consultant Qualifications, required attachments and supporting information. Include an electronic copy of the cost proposal in PDF format on the USB drive.
- Submit one hard copy of the cost proposal in a separate sealed
- envelope. Proposals shall be submitted in a sealed package clearly

marked:

Consultant's Name and Address

Proposal for Design and Construction Support Services
for San Juan Bautista to Hollister Sanitary Sewer Force
Main

- A signed statement (Attachment A) indicating that the consultant has read, understands, and agrees to the requirements and terms of the proposed agreement.
- Send email to julieb@csgengr.com no later than 2:00 PM, December 14, 2020, with subject line "Sanitary Sewer Force Main RFP Notice of Intent" and provide consultant name, address, email address and telephone number which will be used to send addendums or revisions (if any). NOI received after the above date and time will be deemed unresponsive, and render the firm unqualified for this RFP.
- Submit questions or comments regarding the RFP via email to julieb@csgengr.com. by 2:00 PM, December 18, 2020.
- The hard copies and USB drive shall be mailed or delivered by **2:00 PM, January 5, 2021** to the City of San Juan Bautista and addressed as follows:

ATTN: Julie Behzad
City of San Juan Bautista
City Engineer
311 Second Street
P.O.Box 1420
San Juan Bautista, CA 95045-1420

I. RFP Overview

Introduction

The City of San Juan Bautista invites your company to submit a proposal to provide to the city professional services for design, preparation of bid documents and construction support for the San Juan Bautista to Hollister Sanitary Sewer Force Main.

The successful consultant will be required to enter into an Agreement for Engineering Services with the City utilizing Engineering Joint Contract Documents Committee EJCDC E-500- Agreement Between Owner and Engineer for Professional Services. Also, the construction contract shall have an American Iron & Steel requirement so the final design and bid package will be required to ensure contract compliance with a requirement for the contractor to utilize only American-Made iron and steel on the project.

The successful consultant shall be familiar with all aspects of sanitary sewer force main and pump station planning, permitting, design and construction oversight. Under the supervision and control of the City's Public Works Department, and in cooperation with other city Departments or outside agencies, the consultant will be required to do all work necessary in order to: 1) review available data, 2) complete easements / property acquisition 3) acquire all the required permits, 4) Special Engineering Studies 5) design and prepare Plans, Specifications and Estimate of sewer force main and pump station for bidding purposes and 5) oversight and construction support services during construction of the pipeline and pump station.

The City of San Juan Bautista WasteWater Treatment Plant (WWTP) is located at 1300 Third Street. The City intends to pump its sewage effluent to the Hollister WWTP located at San Juan Hollister Road, and ultimately decommission the San Juan Bautista WWTP. Existing Improvements at the San Juan Bautista WWTP will be converted to include a Lined Equalization Basin and Emergency Storage Basin. See Location maps in Attachment E.

It is the intent of this project to provide the City with a complete and fully operational pump station and force main upon completion of the project.

City staff has identified a preliminary pipeline alignment and the various potential properties to acquire the easements across them. The consultant shall also provide services to perform the appraisal and complete any easement acquisition prior to starting any construction of the new force main in any of the easements.

On November 17, 2020, City adopted and approved a Wastewater Master Plan completed by Akel Engineering Group. The Master Plan is provided as a guideline, and interested consultants are encouraged to develop a scope of work that addresses the City's needs and provides value and innovation. Appendix A of the Master Plan focuses on the PER for specific data concerning this project. Additional tasks recommended by the consulting firm to enhance the work product should also be included in the proposal and shall be clearly

identified as optional items.

The Consultant shall provide technical services and follow all pertinent State, Federal, and Local Agency rules and regulations. **The Consultant will be responsible for all materials testing by a currently certified lab.**

Intent and Selection Process

The intent of this RFP is to evaluate each interested consultant firm's specific qualifications, experiences, and select the best qualified firm. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized sub-consultants and financial resources to carry out the work without delay or shortcomings. The work will be performed according to the Agreement for Professional Consulting Services (Engineering Joint Contract Documents Committee EJCDC E-500- Agreement)

The city intends to award a contract to a successful consultant firm for the services proposed by that firm. However, all contracts are subject to approval by the San Juan Bautista City Council, and the city reserves the right to not award any such contract at its discretion.

II. Scope of Work

The Consultant shall provide professional design and construction support services required to complete the Project including, but not limited to:

Project Management/Meetings

The consultant will be the primary responsible party for managing the project's schedule and contract budget. In addition, the consultant is expected to attend a Project kick-off meeting and as needed progress review meetings with the City and prepare action item logs for subsequent follow-up. Consultant shall prepare meeting agendas and meeting minutes.

Project kick-off meeting shall cover the scope of work, schedule, budget, and all work related to the Project. City staff and the consultant will attend the meeting and others may be invited as deemed necessary. The consultant is to furnish a detailed schedule for completion of the project including a list of requested data. The scope of work, expectations, schedule, tasks, available data, and other project issues will be reviewed and discussed at the meeting. The consultant shall prepare meeting agenda and provide the meeting minutes documenting key discussion points and decisions made at the meeting.

At each follow up progress weekly meeting, consultant shall bring copies of any City review comments, along with return of mark-ups, completed plans, specifications, estimates, updated 3 week projection schedule, and budget. The Consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Schedule updates shall be provided at all progress meetings. Consultant's own team should have provisions for quality assurance/quality control over work product prepared for the City.

Perform Topographic Mapping

Consultant to collect Survey and property line data as necessary for developing the design Plans. Plans must be in AutoCAD format. Electronic data becomes property of the City of San Juan Bautista.

Preserving and Perpetuating Survey Monuments

The consultant shall identify, list, tie out / perform construction staking of survey monuments, and show existing survey monuments on construction plans. Consultant shall file all pre-construction Corner Records or Records of Survey with San Benito County and submit a copy to the City. The Corner Records or Records of Survey shall show monuments within the area of construction reasonably subject to removal or disturbance and not shown on a recent record document. The consultant shall include language in the PS&E package to preserve all monumentation affected by the work being performed in accordance with Section 8771 of the Professional Land Surveyors Act in Business and professionals Code of the State of California.

Research/Permits/Utilities

Design of the site facilities and any proposed mitigation measures that may be required shall be approved by the appropriate agencies before work at the site commences. Consultant shall prepare all the documentation to apply for all applicable and required permits from outside agencies such as: Department of Health Services, the Central Coast Regional Water Quality Control Board, Caltrans, San Benito County Resources Management Agency. Consultation with these agencies is required to obtain a permit to construct the new facilities. The Consultant shall submit the permit applications and ensure that the applications are accepted.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, and other stakeholders will also be the consultant's responsibility. If the proposed improvements interfere with existing utilities, consultant shall arrange for potholing by their designated contractor. Consultant shall obtain agency or utility as-built for design and required permits for construction. Consultant shall also coordinate the design and construction schedule with utility companies and the City of Hollister.

Consultant shall contact PG&E for power requirements and arranging power for the pump station. An electrical service application to PG&E shall be made as soon as possible after initiating design. Confirmation of the application shall be provided to the City.

A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared for this project including submittal for a National Pollutant Discharge Elimination System (NPDES) permit from the Central Coast Regional Water Quality Control Board. The Regional Water Quality Control Board and/or State Water Resources Control Board (State Board), has certain requirements, such as meeting NPDES requirements, Construction General Permit,

entering data into SMARTS program, project completion procedures, and other related requirements. The consultant shall be responsible to meet all applicable requirements of the State Board, and insure that the construction contractor follows all applicable requirements.

It is assumed that facilities design and environmental review will be conducted concurrently so that construction can begin as soon as possible.

A Building Permit will be required by the (County) Building Department; however, San Juan Bautista originated fees will not be charged to consultant. Fees from other agencies (Hollister, San Benito County, Caltrans, etc.) will be paid by the consultant and reimbursed by the City at 0% markup. Outside agency fees shall not be included in the cost proposal portion of this response to the RFP. Consultant shall meet and coordinate permit requirements with the Building Department during the design process.

Environmental Services

Consultant shall determine environmental requirements that apply to this project. The consultant will be responsible for preparing and submitting all environmental documents required to complete the project. The City of San Juan Bautista (City) will be responsible for all fees associated with environmental permitting.

The City plans on applying for a loan/grant from the US Department of Agriculture (USDA). As a condition of said loan, NEPA as well as CEQA requirements will apply.

To comply with the California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA), an Initial Study may be required. The consultant shall recommend and execute the necessary CEQA and NEPA document or if the project meets the requirements for a Mitigated Negative Declaration or Categorical Exemption. If required, the Initial Study shall address the environmental impacts associated with the construction of the pumping station, and associated pipeline. Developed mitigation measures should be incorporated into the project to reduce potentially significant environmental impacts. A draft Mitigation, Monitoring, and Reporting Plan (MMRP) should be prepared to help ensure that each mitigation measure, adopted as a condition of project approval, will be implemented. Consultant shall provide all the services for the project to achieve CEQA and NEPA Clearance.

Property Services

The consultant shall provide services to assist the City in securing easements or property acquisition as required to complete the project. Anticipated pipeline and construction easement locations are shown on Attachment E. Anticipated acquisition of property in fee for the construction of the pump station is shown on Attachment E. Property services shall include, but not be limited to:

- Preparation of legal descriptions and plats as required.
- Determination of affected properties and ownership
- Appraisal of fair market value for take or easement.
- Create offer letters
- Proposed negotiated consideration when appropriate

Design

The consultant shall make a recommendation of the number of phases as well as the sequence of the phases involved in order to complete the modifications to the WWTP facilities and construction of the pump station. Consultants are encouraged to develop a scope of work that addresses the City's needs and Schedule.

The consultant shall perform the design and prepare the plans, specifications and estimate for bidding to include the following:

Preliminary Design:

The Preliminary Design (30% Design) shall include:

- Determination of pipeline alignment
- Determination of easement requirements
- Determination of the pump station site layout
- Determination of pump station location
- Determination of the size and shape of pump station property to be acquired.

Sanitary Sewer Pipeline:

The scope of work for the pipeline (force main) shall include preparing engineering design plans, specifications, and estimate to construct the 8" diameter pipeline, intermediate PIG launching and receiving stations, manhole locations and any relocations, modifications or adjustments to existing infrastructure facilities and utilities along the pipeline alignment. Any mitigation measures required shall be included in the design package.

Sewer Pump Station:

The scope of work for the pump station shall include preparing engineering design plans, specifications, and estimate to construct the pump station. The design plans for the pump station shall include, but not be limited to:

- Pump station design, including, but not limited to, placement, layout, and access.
- Design of the pump station and other facilities must adequately mitigate regulatory concerns.
- Pump and motor design and selection. Discharge piping layout and design including valves, meters and control valves, fittings, connectors and

appurtenances.

- Electrical control system including telemetry using an autodialer function, exact requirements to be worked out with City staff.
- Completion of any necessary permitting to complete construction.
- The design should locate equipment, utilities, and electrical service to allow space for maintenance to the extent possible; adequate space for laydown staging shall be considered during the design process.
- Access: Two vehicular access points shall be provided or turn around space for required maintenance vehicles and fire trucks shall be provided. Crane access shall be provided to service the pumps, fueling access shall be provided to the generator.
- Pump and motor design and selection. Discharge piping layout and design including valves, meters and control valves, fittings, connectors and appurtenances.
- Site grading with pavement finish grading.
- Offsite improvements as required.
- Pumps shall have a capacity to provide 550 gpm with a head of 105 psi.
- Pump station shall provide space for three pumps (including one for future).
- Emergency generator facilities including automatic transfer switch and load bank. Generator shall have fuel capacity to allow 48 hours of operation under full load.
- Pump station shall include PIG launching facilities.

Modifications to Existing San Juan Bautista WasteWater Treatment Plant:

The scope of work for the treatment plant modifications shall include preparing engineering design plans, specifications, and estimate and any required permits to modify the treatment plant for use with the pump station. The design plans for the modifications shall include, but not be limited to:

- Provision of a Lined Equalization Basin with a capacity of 1.6 MG
- Provision of a Emergency Storage Basin with a capacity of 4.3 MG
- Maintaining existing aerators for mixing and odor control.
- A phasing plan that allows for continued operation of the WWTP until the pump station and pipeline facilities are completed and operational.

Bidding Services

Consultant will respond to all bidders' requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City.

Construction Support Services

Consultant shall provide post design services to the City during Project bidding, award, and throughout construction.

Consultant shall provide the following services, but will not be limited to:

1. Attend the pre-construction meeting.
2. The consultant shall provide construction engineering support for the project.
3. Attend periodic construction progress meetings.
4. Respond to RFIs, which includes clarifying or providing adjustments or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims. Consultant shall also maintain a log of all RFI's to be presented at weekly meetings
5. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims
6. Review proposed substitutions, if any, for conformance to plans and technical specifications.
7. Review and make recommendations on proposed changes to the contract.
8. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.

The Consultant shall also perform services relating to field sampling and in situ testing of materials (collectively, "Materials Sampling and Testing Work") as required by the City and specified in an Agreement for Services.

Prepare Design Plans, Specifications, and Estimate

Consultant shall be the Engineer of Record and responsible for design and preparation of complete plans, specifications (using the City's boilerplate front end specifications), phasing and estimate for the project. The consultant must perform an adequate field investigation to confirm existing conditions.

All work is to be in compliance with all applicable rules, regulations, code, law, and best practices for public facilities.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price.

Plans and specifications shall avoid specifying proprietary products or services.

Plan Submittal

Cover Sheet shall include project title, vicinity map, general notes, benchmark with basis of coordinates, dig alert information and legend of symbols.

All final submittals shall include hardcopies and digital copies (PDF format) of all documents.

30% Submittal:

- a. Cover sheet and plan sheet with base mapping and preliminary details.
- b. Documentation of outreach with utility companies for facilities needed for the proposed construction activities (City owns the sewer and water utilities)
- c. Information regarding necessary permits and R.O.W. issues including Caltrans and SB County
- d. Project schedule update
- e. Construction cost estimate
- f. Table of Contents list for technical specifications.
- g. Pipeline alignment and definition of easements required.
- h. Determination of CEQA/ NEPA process and environmental documents required.
- i. Pipeline alignment and easements
- j. Pump Station basic layout and site requirements
- k. Pump station location
- l. Property value comparative sales data for all potentially impacted properties.
- m. Preliminary estimate of fair market value for easement and property acquisition costs.

65% Submittal:

All major issues shall have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review.

- a. Plans: All subcontracted work shall be accounted for in this submittal. All project details shall have been accounted for.
- b. Technical specifications
- c. Project schedule update
- d. Construction cost estimate in the form of the bid schedule
- e. Utility conflicts shall have been resolved or a timeline for resolution of issues has been determined.
- f. Responses to the City's review comments on the 30% submittal, along with return of mark- ups.
- g. Presenting final documentation on the Right of Way acquisition and required permits.
- h. Other supporting documentation as necessary.

100% Submittal:

All issues, prior comments, and concerns must be addressed in this submittal including all ROW resolved – Hollister approval for 100%).

Final Plans

- Proposed title sheet of the project plans shall be approved by the City.

Final Specifications and cost estimate

- Reviewed bid instructions
- Finalized special provisions including required submittals
- Finalized technical specifications
- Project schedule update
- The final engineer's construction cost estimate
- Responses to the City's review comments on the 65% submittal, along with return of mark-ups.
- Other supporting documentation as necessary

Bid Package

The bid package shall be finalized upon incorporation of the City's final comments from the 100% submittal.

Submit copies and digital format (PDF) of each of the documents listed below:

1. One (1) set hard copy of full-sized project plans (24" x 36"), stamped and signed on each sheet by the Engineer of Record and by discipline.
2. The final engineer's construction cost estimate.
3. Electronic copy of all final drawings and final complete project specifications including Technical Specifications and Special Provisions.
4. Final project schedule update.

Schedule

In order to meet the City's mandate from the Environmental Protection Agency, the following milestones are to be met:

- | | |
|---|---------------|
| • Design contract agreement | February 2021 |
| • Complete CEQA/NEPA work | June 1, 2021 |
| • Complete PS&E | July 1, 2021 |
| • Submitted all easement/property acquisition offer letters | June 1, 2021 |
| • Confirm Estimate of Probable Construction Cost | July 1, 2021 |

As part of the proposal Consultant shall prepare a project design schedule and propose dates for the intermediate submittals indicated elsewhere in this RFP. Allow two weeks for City review of all submittals.

General Personnel Requirements

The Consultant's key personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The proposal shall identify, on the organization chart, the specific key individuals

proposed for the task and their job assignments.

The Consultant's key personnel shall typically be assigned to and remain on the specific City of San Juan Bautista projects/deliverables until completion and acceptance of the project/deliverables by Local Agency.

After the City's approval of the Consultant's personnel proposal and finalization of an Agreement for Services, the Consultant may not add or substitute personnel without the City's prior written approval.

The City may interview the Consultant's personnel for qualifications and experience. The City's decision to select the Consultant's personnel shall be binding to the Consultant and its Sub-consultants. The Consultant shall provide adequate qualified personnel to be interviewed by the City as per the anticipated schedule in this RFP.

The City shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel. The City may reject any Consultant personnel determined by the City to lack the minimum qualifications. If at any time the level of performance is below expectations, the City may direct the Consultant to immediately remove Consultant personnel from the project specified and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by this Contract for performance of the work as

demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from the City.

When assigned consultant personnel is on approved leave and required by the City, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to Local Agency. Substitute personnel shall receive prior written approval from the City to work on this Contract.

The Consultant Contract Manager shall be a Registered Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all time during the Contract period, to perform the tasks described in an Agreement for Services and shall have a documented minimum five (5) years of demonstrated experience acceptable to Local Agency in Consultant providing design and construction oversight services work.

In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel and Sub-Consultants' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests as criteria.
- b. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel. Assigning qualified personnel to compete the required

- project work as specified on “an as-needed” basis in coordination with the City.
- c. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Sub-consultant personnel.
 - d. Maintaining and submitting organized project files for record tracking and auditing.
 - e. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
 - f. Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
 - g. Assuring that all applicable safety measures are in place.
 - h. Providing invoices in a timely manner and providing monthly and final Contract expenditures.
 - i. Reviewing invoices for accuracy and completion before billing to Local Agency.
 - j. Managing Sub-consultants.
 - l. Managing overall budget for Contract and provide report to the City.
 - m. Ensuring compliance with the provisions in this Contract and all specific project requirements.
 - n. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
 - o. Knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.

General Requirements

1. The Consultant shall begin the required work within two (2) working days after receiving a fully executed Agreement for Services and the issuance of the Notice to Proceed (NTP) from the City to the Consultant Contract Manager or on the date specified in the Agreement for Services. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the City designee.
2. The work shall not be performed when conditions prevent a safe and efficient operation, and shall only be performed with written authorization by the City of San Juan Bautista.

City of San Juan Bautista shall not incur costs beyond the funding commitments in the Agreement for Services without approval in writing by the City. If the Consultant anticipates that funding for work will be insufficient to complete work, the Consultant shall promptly notify the City.

The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Such equipment and supplies shall include, but not be limited to, the following:

- a. Office Supplies.
- b. Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- c. Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing transportation engineering deliverables. This includes, but not be limited to, the following:

- i. Microsoft Office Software (including, but not limited to, Word, excel, PowerPoint).
- ii. Recording test data.
- iii. Calculating test results.

The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each task and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade, which may include, but not be limited to, the abovementioned equipment.

If the Consultant fails to submit materials required by the Agreement for Services, or fails to perform functions required by the agreement, which may include, but are not necessarily limited to required analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, and other items required by this Contract and any approved amendment, City of San Juan Bautista shall have the right to withhold payment and/or terminate this Contract in accordance with the termination provisions of this Contract. If the Contract is terminated, the Consultant shall, at City of San Juan Bautista's request, return all materials recovered or developed by the Consultant under the Contract including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, products, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract.

Materials To Be Provided By Consultant

Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined for each job the Consultant may be awarded. Local Agency shall not pay the Consultant for the Consultant's work under this Contract and the charges incurred by the Consultant that does not conform to the requirements specified in this Contract and to the applicable task, and such work shall be corrected at the Consultant's sole expense at no additional cost to Local Agency,

III. Additional Services

The need for additional type services may be required during the term of the contract. The interested consultant shall submit a fee schedule for key staff and equipment which may be directly involved in the works outside of the scope of services above. This fee schedule shall be on an hourly basis.

Consultant shall not be entitled to compensation for any Extra Work unless the City authorizes, in writing, the performance of such Extra Work prior to the performance of the work. The City shall not authorize payment for work completed until all works has been completed and the deliverable has been submitted.

IV. Proposal Requirements:

Generally, the proposal should include a detailed scope of work to be performed by the consultant and their sub consultants (if any) and the cost for said services. Any change in cost or scope will require a contract amendment.

The proposal should include the following:

1. Include a cover letter on Consultant's letterhead indicating Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the cover letter. The letter shall be wet-signed in blue or black ink by the individual authorized to bind the Consultant to the proposal.
2. Include a detailed scope of work to be performed by the consultant and their sub consultants (if any) and the cost for said services. Any change in cost or scope will require a contract amendment.
3. List the proposed consultant key staff for the project and an organizational chart. Please also include resumes, limited to two (2) pages maximum, for each member of the team.
4. Include a cost proposal with details showing anticipated hours for each staff member, including hourly rates. Please include a specific list of exclusions and assumptions. The firm's Principal must sign and date your firm's proposal.
5. Provide a list of three (3) projects for references that are similar in scope to the project being proposed. Please include contact information for the project references.
6. The City intends to select the proposal that best fits the City's needs, which may or may not be the least costly proposal.

V. Firm Selection Procedure

The city will form a committee who will review the proposals and assess the firm's proposed pricing, qualification, experience, and strength of the proposer in terms of financial resources and ability to perform the work. Subsequent to selection of a successful firm, the City will prepare a contract reflecting the terms and conditions of the proposal plus the City's standard liability and insurance requirements. The City reserves the right to clarify any issues or obtain additional information as necessary.

The City reserves the right to not award any contract. Proposals shall remain effective for 90 days beyond the submitted date.

VI. Payment, Term & Termination

The method of payment shall be based on actual cost-plus fixed fee in accordance with the response to the City's RFP. The unit prices shall include direct costs and overhead such as, but not limited to, project management, transportation, communications, materials, and any subcontracted items of work. The unit prices shall be valid for the entire contract term.

Progress payment requests shall be submitted to the City for review and approval.

Payments from the City shall be made in 30 days following receipt of progress payment requests.

VII. Schedule

A draft schedule for this RFP is given below. Please keep in mind that schedules are subject to change.

Draft RFP Schedule	Target Date(s)
RFP distributed to prospective Consultants	Dec 8, 2020
Deadline for Notice of Intent	Dec 14, 2020
Deadline for RFP Questions and comments (2:00 PM)	Dec 18, 2020
Response to questions via email	Dec 29, 2020
RFP submissions due to City of San Juan Bautista (2:00 PM)	Jan 5, 2021
Selection Committee evaluate RFP submissions	Jan 7, 2021
Contract Award	February 2021
Issue Notice to Proceed	February 2021

VIII. Submission Format & Content Information

Submission Content Requirements and Scoring System

Please respond to each of the requests for information by number. Provide number with each response and include page numbering. Any attachments/exhibits should also be labeled when provided. Also add a list of sub-consultants and their resumes.

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

Selection Criteria	No.	Written Evaluation Criteria	Weight	Rating
	1	Qualifications & Experience	30	
	2	Organization & Approach	35	
	3	Scope of Services to be Provided	25	
	4	Conflict of Interest Statement	Pass/Fail	
	5	References	10	
Subtotal:			100	

a. Completeness of Response (Pass/Fail)

- i. 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.

b. Qualifications & Experience (Weighting = 30)

- i. Relevant experience, specific qualifications, and technical expertise of the consultant and sub-consultants to perform services as required.

c. Organization & Approach (Weighting = 35)

- i. Describes familiarity with this type of project, and demonstrates understanding of the work to be completed for this project
- ii. Roles and Organization of Proposed Team
 1. Proposes adequate and appropriate disciplines of project team.
 2. Some or all of team members have previously worked together on similar project(s).
 3. Overall organization of the team is relevant to City of San Juan Bautista needs.
- iii. Project and Management Approach
 1. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. 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.
- iv. Roles of Key Individuals on the Team
 1. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 2. Key positions required to execute the project team's responsibilities are appropriately staffed.
- v. Working Relationship with City of San Juan Bautista/Public Sector
 1. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 2. Team leadership understands the nature of public sector work and its decision-making process.
 3. Proposal responds to need to assist City of San Juan Bautista during the project.

d. Scope of Services to be Provided (Weighting = 25)

- i. Detailed Scope of Services to be Provided
- ii. Proposed scope of services is appropriate for all phases of this project.
- iii. Scope addresses all known project needs.
- iv. Project Deliverables
- v. Deliverables are appropriate to schedule and scope set forth in above requirements.
- vi. Cost Control and Budgeting Methodology
- vii. Proposer has a system or process for managing cost and budget.
- viii. Evidence of successful budget management for a similar project,

5. Conflict of Interest Statement (Pass/Fail)

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

6. References (Weighting = 10)

- l. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

Length of Submission Due to the time it takes to review submittals, the maximum length of the RFP submission shall be 10 single-sided pages, excluding cover letter, resumes, exhibits and attachments. All font size shall be no smaller than 12 point.

Response Submission — Four (4) copies and one (1) electronic copy in PDF format on a USB drive of each submission are required. All submissions must be sealed in a package showing the following information on the outside and addressed to:

Attn: Julie Behzad
City of San Juan Bautista
City Engineer
231 2nd Street
San Juan Bautista, CA 95045

RE : San Juan Bautista to Hollister Sanitary Sewer Force Main - PROJECT

The submission package must be mailed or delivered to the above address prior to the deadline for receipts of submissions. All respondents who mail or ship their submissions must allow sufficient delivery time to ensure receipt of their submissions by the time specified. Late submissions will not be accepted for consideration.

Deadline for Receipt of Submissions - All submissions must be received by the City Engineer, City of San Juan Bautista, 311 2nd Street, P.O.Box 1420 San Juan Bautista, CA, 95045-1420 by 2 :00 PM on January 5, 2021.

IX. Consultant Agreement Services

After being selected by staff and approved by Council, the selected Consultant(s) will have to enter into a contract with the city for said services (**Engineering Joint Contract Documents Committee EJCDC E-500- Agreement**). The contract also spells out insurance and indemnification requirements which the Consultant will have to meet. By signing and submitting the form in Attachment A, the Consultant is acknowledging that they have read the agreement, and will be able to meet all the requirements of the contract without asking for changes in the contract language. The Contract document will consist of this Request for Proposal; its attachment(s) and addenda, if any; the successful selected consultant's completed response to RFP and signed cover letter, an executed Consultant Agreement for Services.

X. Other Terms and Conditions

Certain other terms and conditions will apply to this RFP :

1. Addendum and Supplements to the RFP

If it becomes necessary to revise any part of this RFP, an addendum or revision will be transmitted to all prospective Consultants by email.

2. Right to Reject

The City reserves the right to reject any or all submittals, or any part of the submittal, to waive minor technicalities, or to solicit new submittals on the same project, or on a modified project, which may include portions of the originally proposed project as the City may deem necessary in its interest.

Submittals may be rejected for any alterations of form, additions or alternates not called for, incomplete submittals, erasures or irregularities of any kind.

3. False or Misleading Statements

Any submittals containing, in the opinion of the City, false or misleading statements will be rejected.

4. incurring Costs

The City of San Juan Bautista will not pay for costs incurred in submittal and/or proposal preparation, printing, or the negotiation process. All such costs shall be borne by the proposing Consultant.

5. News Release

News releases pertaining to this RFP or to the award of a contract shall not be made without the prior written approval of the City.

6. Clarification of Submittals

The City reserves the right to obtain clarification information of any point in any Consultant's submittal or to obtain additional related information necessary to properly evaluate the submittal. Failure of a Consultant to respond to a request for more information

may result in the submittal being rejected.

7. Disclosure of Submittal Information

All submittals become a matter of public record once a contract is awarded. If a prospective Consultant wishes to submit information that is considered confidential or proprietary, they must so indicate in the submittal which portions of the material are confidential or proprietary and why it is proprietary. The City will take reasonable efforts to protect the confidentiality of such material but makes no guarantees that such material may be protected. Entire proposals designated as confidential may be rejected. Prospective Consultants must understand that the City must abide by the California Public Records Act (Government Code 6250, et seq.).

8. City Use of RFP Ideas

The City reserves the right to use any or all prospective Consultant service and project approach ideas presented. Selection or rejection of a Consultant does not affect this right.

9. Reliance on Information

Consultants may rely only upon written information and/or instructions from the city and the city shall not be responsible for any oral information and/or instructions given with regard to this RFP.

Any City response to a request for clarification by a Consultant will be made in the form of an addendum to the RFP, which will be sent to all parties to whom the RFP has been issued not later than five (5) business days prior to the due date for receipt of the proposal and will become a part of the RFP. Consultants should await responses to inquiries prior to delivering their submittal. City response will be by email. All submitting Consultants shall provide the city with their email address.

10. Use of Sub-consultants

Various Consultants may wish to combine resources in responding to the RFP. In such instances, the City requires the designation of a prime Consultant, accountable for the entire professional services proposal including the contract agreement that may result. Consultants should discuss the work any Sub-consultants are to perform and provide similar references for previous service projects where the Consultant/Sub-consultant relationship was the same as proposed for this project.

11. Notification of Withdrawal of Proposals

Consultant may modify or withdraw their proposal prior to the date and time specified for proposal submission by an authorized representative of that organization or by formal written notice. Proposals submitted will become the property of the City of San Juan Bautista after the proposal submission deadline.

12. Safety

Safety of city workers, the Consultant's workers and the general public is of primary importance to the city. The Consultant and all sub-Consultants (if any) must adhere to all

applicable federal, state, and city sites, regulations, and policies related to the safe execution of the work to be performed. This includes the use of proper safety gear (e.g., eye protection, wearing protection, reflective safety vests, etc.), and traffic control measures as per the Manual of Uniform Traffic Control Devices (latest edition), or other regulations as applicable. The city reserves the right to halt work in the event safety rules/regulations are not being followed until corrected to the satisfaction of city.

13. Licenses

In addition to all other requirements set forth in the Contract, the successful Consultant(s) to whom the contract is awarded must obtain and keep in force throughout the progress of the service, a valid City of San Juan Bautista Business License issued by the City of San Juan Bautista prior to or concurrently with delivery of the executed agreement to the successful Consultant(s).

14. Contract Period

The term of this Agreement shall be valid for two (2) years.

15. RFP Questions

Direct questions regarding this RFP, via email, no later than December 18, 2020 at 2:00 PM for the RFP to the following: Julie Behzad, julieb@csgengr.com

(408) 921-6184

ATTACHMENT A – CONTRACT REQUIREMENTS
ACKNOWLEDGEMENT

I, _____, declare as follows:

That I am the _____ of _____
the Consultant making the attached proposal; and that I have read the sample Agreement for
Services (Attachment B), including the insurance & indemnification requirements contained
therein, and hereby state that I understand and am willing to abide by, and can meet the
requirements of the contract, including insurance and indemnification requirements, without
modification thereto, should my firm be selected for a project or projects based on my
qualifications and proposal, assuming a mutually agreeable scope, fee, and schedule can be
established.

Signed this _____ day of _____, 2021

By _____

Title: _____

ATTACHMENT B

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONSULTANT shall provide the services indicated on the attached Attachment D, Scope of Services ("Services"). (All exhibits referenced are incorporated herein by reference.) To accomplish to end, CONSULTANT agrees to assign _____, who will act in the capacity of Project Manager, and who will personally direct such Services.

Except as may be specified elsewhere in this Agreement, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to complete the Services in accordance with the terms of this Agreement.

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONSULTANT shall commence the Services upon delivery to CONSULTANT of a written "Notice to Proceed", which Notice to Proceed shall be in the form of a written communication from designated City contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, _____ shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONSULTANT or if otherwise delivered as provided.

B. COMPLETION OF SERVICES

When CITY determines that CONSULTANT has completed all of the Services in accordance with the terms of this Agreement, CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, CITY shall make this determination within two (2) weeks of such request, or if CITY determines that CONSULTANT has not completed all of such Services as required by this Agreement, CITY shall so inform CONSULTANT within this two (2) week period.

III. PAYMENT OF FEES AND DIRECT EXPENSES

Payments shall be made to CONSULTANT as provided in the Agreement. Direct expenses are charges and fees not included. CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. CONSULTANT shall obtain written approval from CITY prior to incurring or billing of direct expenses.

Copies of pertinent financial recoils, including invoices, will be included with the submission of billing(s) for all direct expenses.

IV. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

CONSULTANT represents and warrants that it has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT'S representations and warranties regarding its skills, qualifications and licenses. CONSULTANT shall perform such Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to CITY. The minimum criteria for acceptance shall be a product of neat appearance, well-organized, technically and arithmetically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar purposes.

B. RESPONSIBILITY OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. CONSULTANT shall not be responsible for the accuracy of any project or technical information provided by the CITY. The CITY'S review, acceptance or payment for any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, but not limited to, invoices, vouchers, canceled checks, time cards, etc.) of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years (from the date of final payment to CONSULTANT), or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT, all of which shall be made available to CITY at the CITY'S offices within five (5) business days after CITY'S request.

D. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or

other information developed or received by or for CONSULTANT and all other written and oral information developed or received by or for CONSULTANT and all other written and oral information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONSULTANT'S disclosure thereof) shall be deemed confidential. CONSULTANT shall not use CITY'S name or insignia, or distribute publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

E. NO PLEDGING OF CITY'S CREDIT

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

F. OWNERSHIP OF MATERIAL

All material including, but not limited to, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under the Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited in any way in its use of said material at any time for any work, whether or not associated with the City project for which the Services are performed. However, CONSULTANT shall not be responsible for, and City shall indemnify CONSULTANT from, damages resulting from the use of said material for work other than PROJECT, including, but not limited to, the release of this material to third parties for work other than on PROJECT.

G. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

H. NOTICES

1. Notices are to be sent as follows:

City:

Don Reynolds, City Manager
City of San Juan Bautista
311 Second Street
P.O. Box 1420
San Juan Bautista, CA 95045-1420

Consultant :

2. FEDERAL FUNDING REQUIREMENTS.

- If the box to the left of this sentence is checked, this Agreement involves federal funding.
- If the box to the left of this sentence is checked, this Agreement does not involve federal funding.

1. DBE Program

CONSULTANT shall comply with the requirements of Title 49, Part 26, Code of Federal Regulations (49 CFR 26) and the City-adopted Disadvantaged Business Enterprise programs.

2. Cost Principles

Federal Acquisition Regulations in Title 48, CFR 31, shall be used to determine the allowable cost for individual items.

3. Covenant against Contingent Fees

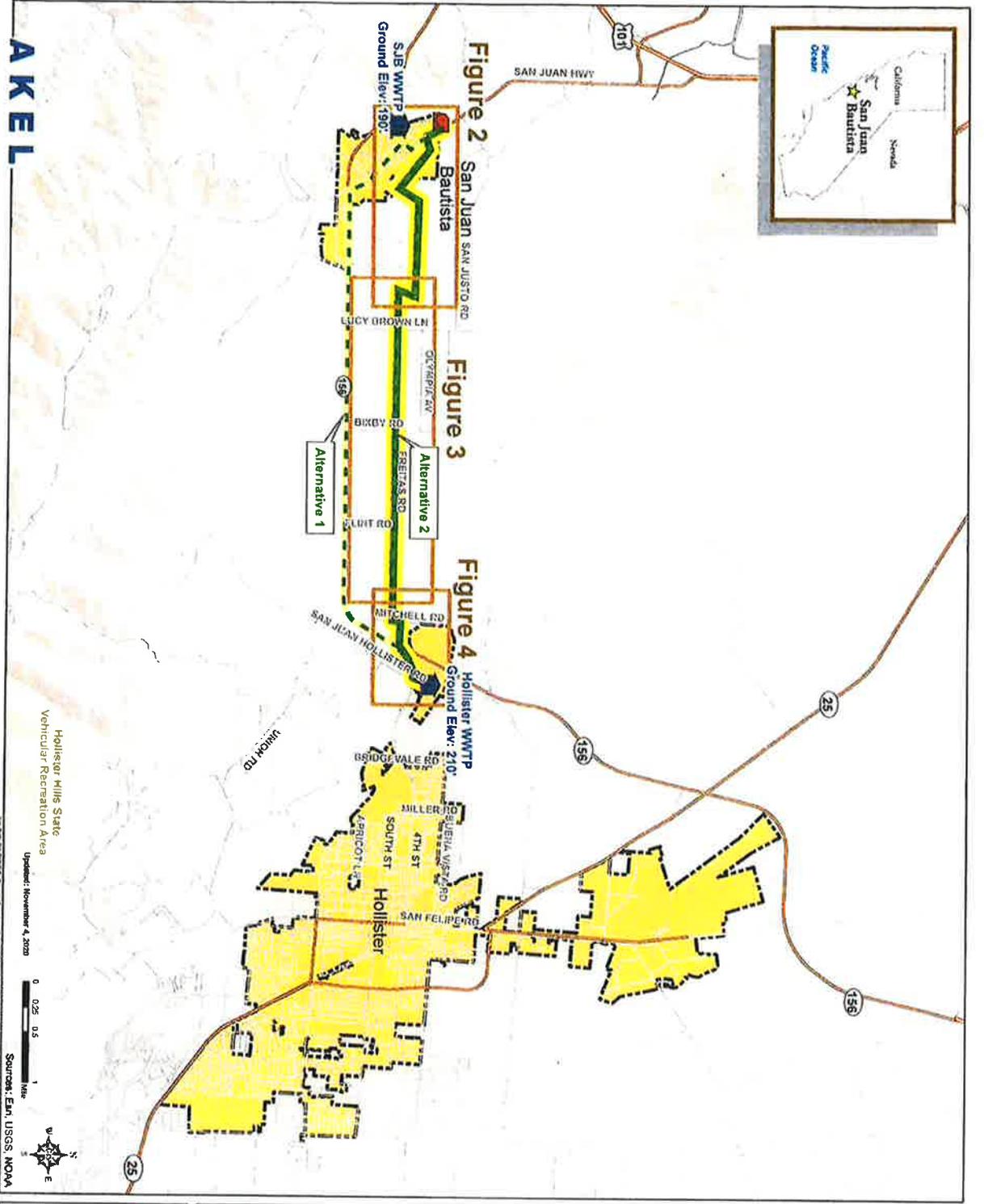
The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Local Agency shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ATTACHMENT C
SCOPE OF SERVICES

ATTACHMENT D
MILESTONE SCHEDULE

ATTACHMENT E

LOCATION MAP



AKEL

Hollister Hills State Vehicular Recreation Area
 Updated: November 4, 2020
 Sources: Esri, USGS, NOAA



- Legend**
- Potential Lift Station
 - Selected Connection Alignment
 - Major Highways
 - Urbanized Area
 - City Limits
 - Protected Open Space
 - Rivers/Streams
 - Waterbodies

PRELIMINARY

Map
 Wastewater Master Plan
 City of San Juan Bautista



ATTACHMENT F
CITY OF SAN JUAN BAUTISTA WASTEWATER MASTER PLAN-
NOVEMBER 2020

City of San Juan Bautista website at <https://san-juan-bautista.ca.us>

December 15, 2020

REQUEST FOR PROPOSAL
FOR
SAN JUAN BAUTISTA TO HOLLISTER
SANITARY SEWER FORCE MAIN

ADDENDUM NO. 1

The following information and/or clarifications are provided and incorporated into the Request for proposal for San Juan Bautista to Hollister Sanitary Sewer Force Main:

1. On Page 1, the 5th sentence of the first paragraph shall be changed to:
"Submittals will be accepted up until 2:00 PM PST, **January 15, 2021**".
2. Replace the **Schedule** section, page 12, in its entirety with the following:
In order to meet the City's mandate from the Environmental Protection Agency to meet construction completion targets and to provide documentation for funding authorities, the following milestones are to be met:

• Design contract agreement	February 2021
• Preliminary design drawings (30% completion)	July 1, 2021
• Complete CEQA/NEPA work	November 2021
• Complete PS&E	December 1, 2021
• Submit all easement/property acquisition offer letters	December 1, 2021
• Confirm Estimate of Probable Construction Cost	December 8, 2021
3. Replace the **VII. Schedule** section, page 17, in its entirety with the following:

A draft schedule for this RFP is given below. Please keep in mind that schedules are subject to change.

Draft RFP Schedule	Target Date(s)
RFP distributed to prospective Consultants	Dec 8, 2020
Deadline for Notice of Intent	Dec 14, 2020
Deadline for RFP Questions and comments (2:00 PM)	Dec 28, 2020
Response to questions via email	Jan 8, 2021
RFP submissions due to City of San Juan Bautista (2:00 PM)	Jan 15, 2021
Selection Committee evaluate RFP submissions	Jan 18, 2021
Contract Award	February 2021
Issue Notice to Proceed	February 2021

C. QUESTIONS AND ANSWERS

1. Question:

Has the City selected an Alternative presented on "Attachment E – Location Map"?

Response:

The City of San Juan Bautista has selected "Alternative 2" as the proposed alignment for the San Juan Bautista to Hollister Sanitary Sewer Force Main. (Alternative 2 is attached)

2. Question:

Are the "Material Sampling and Testing Work" services mentioned on Page 10 are services required during "Construction Support Services"?

Response:

No. The "Material Sampling and Testing Work" services referred to on Page 10 of this Request For Proposal include all "Material Sampling and Testing Work" required for preparation of Plan, Specifications and Estimate (PS&E).

END OF ADDENDUM NO. 1

EACH CONSULTANT SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM NO. 1:

- By completing the attached **ACKNOWLEDGEMENT** sheet marked as "**RETURN WITH THE PROPOSAL**" and submitting the completed sheet with the proposal.

Issued By: Julie Behzad, City Engineer

REQUEST FOR PROPOSAL
FOR
SAN JUAN BAUTISTA TO HOLLISTER
SANITARY SEWER FORCE MAIN

ADDENDUM NO. 1

ACKNOWLEDGEMENT

I have received Addendum No. 1 to the Request For Proposal titled, "**SAN JUAN BAUTISTA TO HOLLISTER SANITARY SEWER FORCE MAIN**". I have read and understood the information stated in the Addendum.

Consultant's Signature

Date

Name (Printed)

Name of Company

RETURN WITH THE PROPOSAL

Legend

- Potential Lift Station
- Selected Connection Alignment
- Major Highways
- City Limits
- Urbanized Area
- Protected Open Space
- Rivers/Streams
- Waterbodies

PRELIMINARY

**Connection Alignment
Key Map**

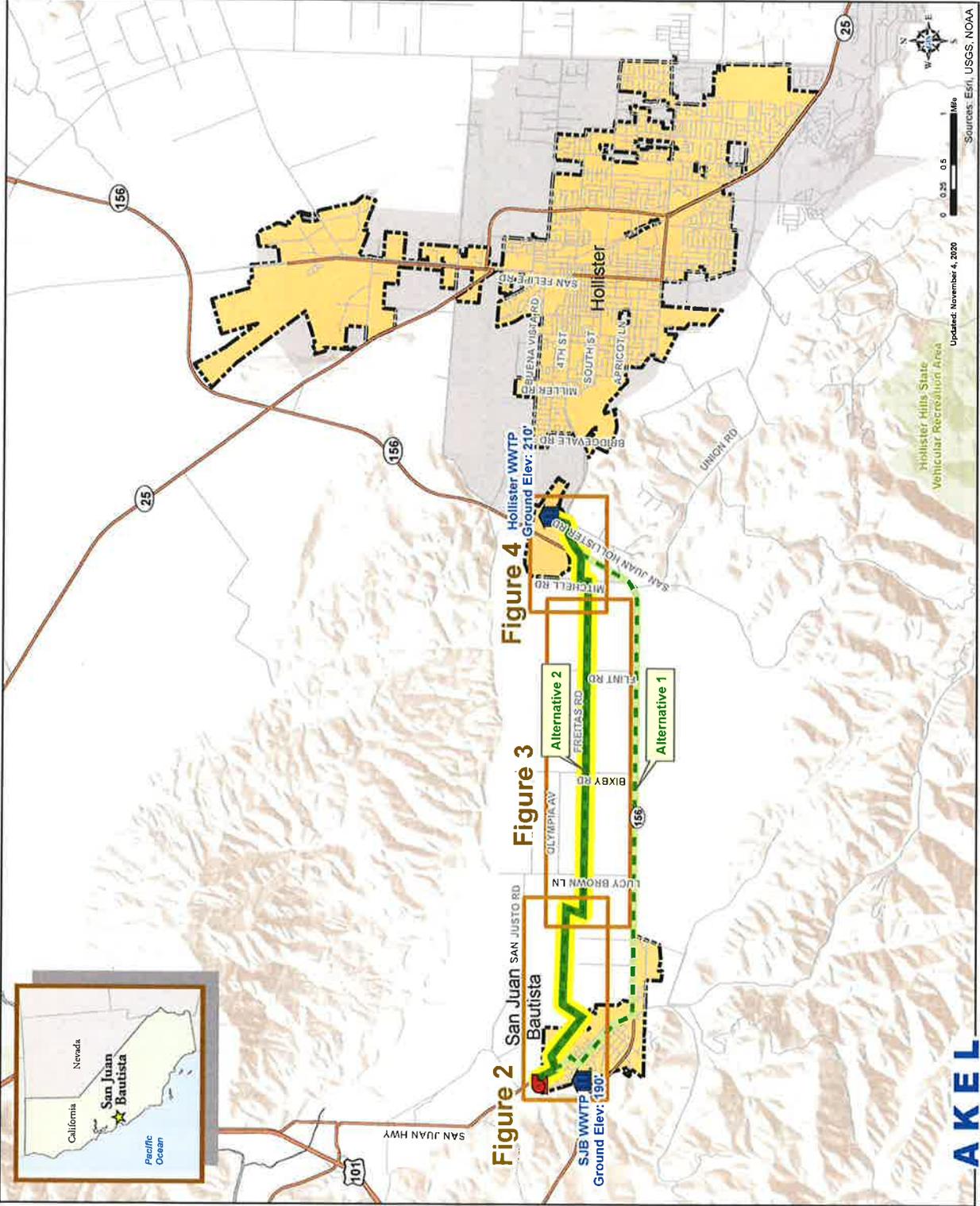


Figure 2 San Juan Bautista

Figure 3

Figure 4 Hollister WWTP

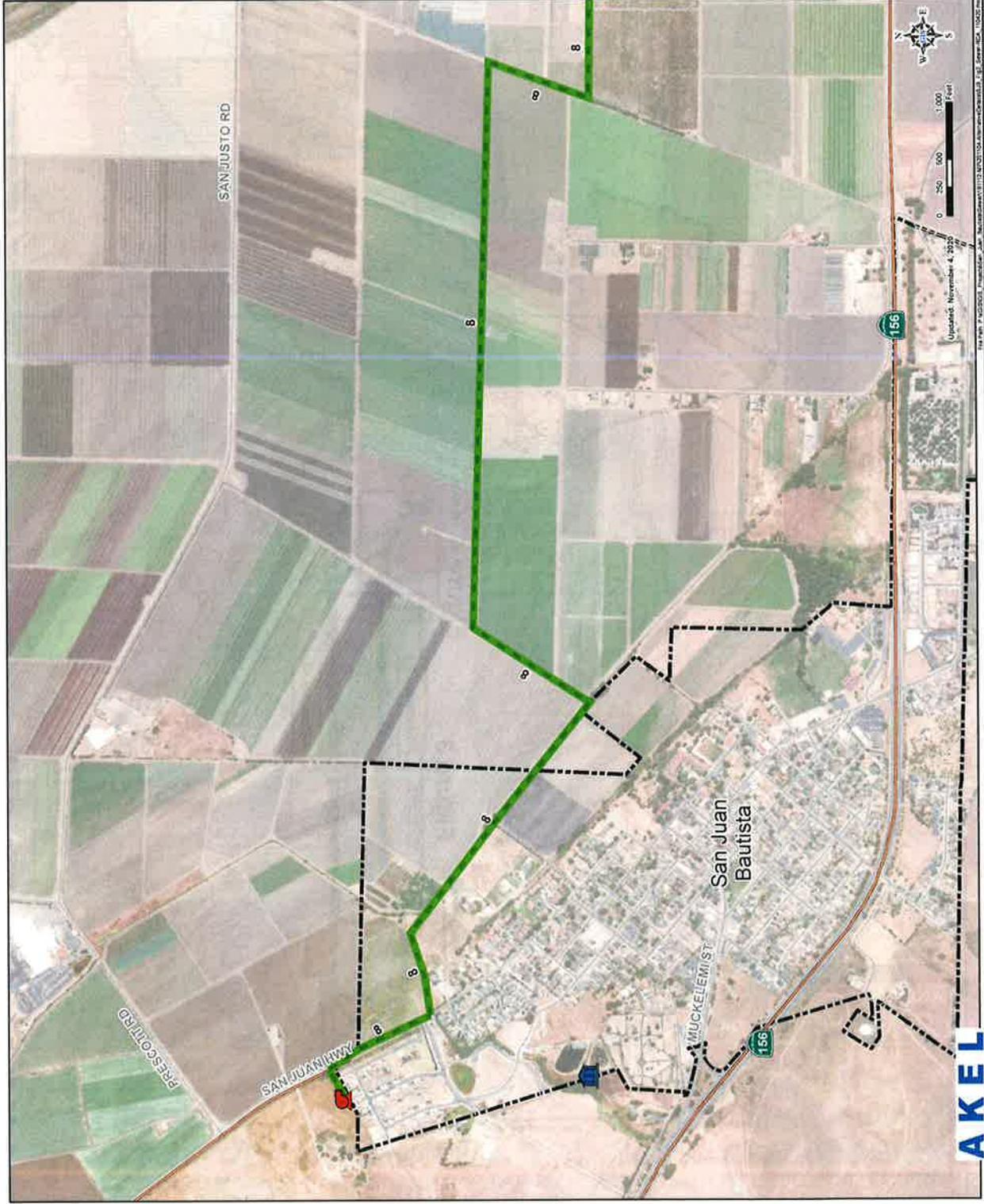
Update: November 4, 2020
Sources: Esri, USGS, NOAA

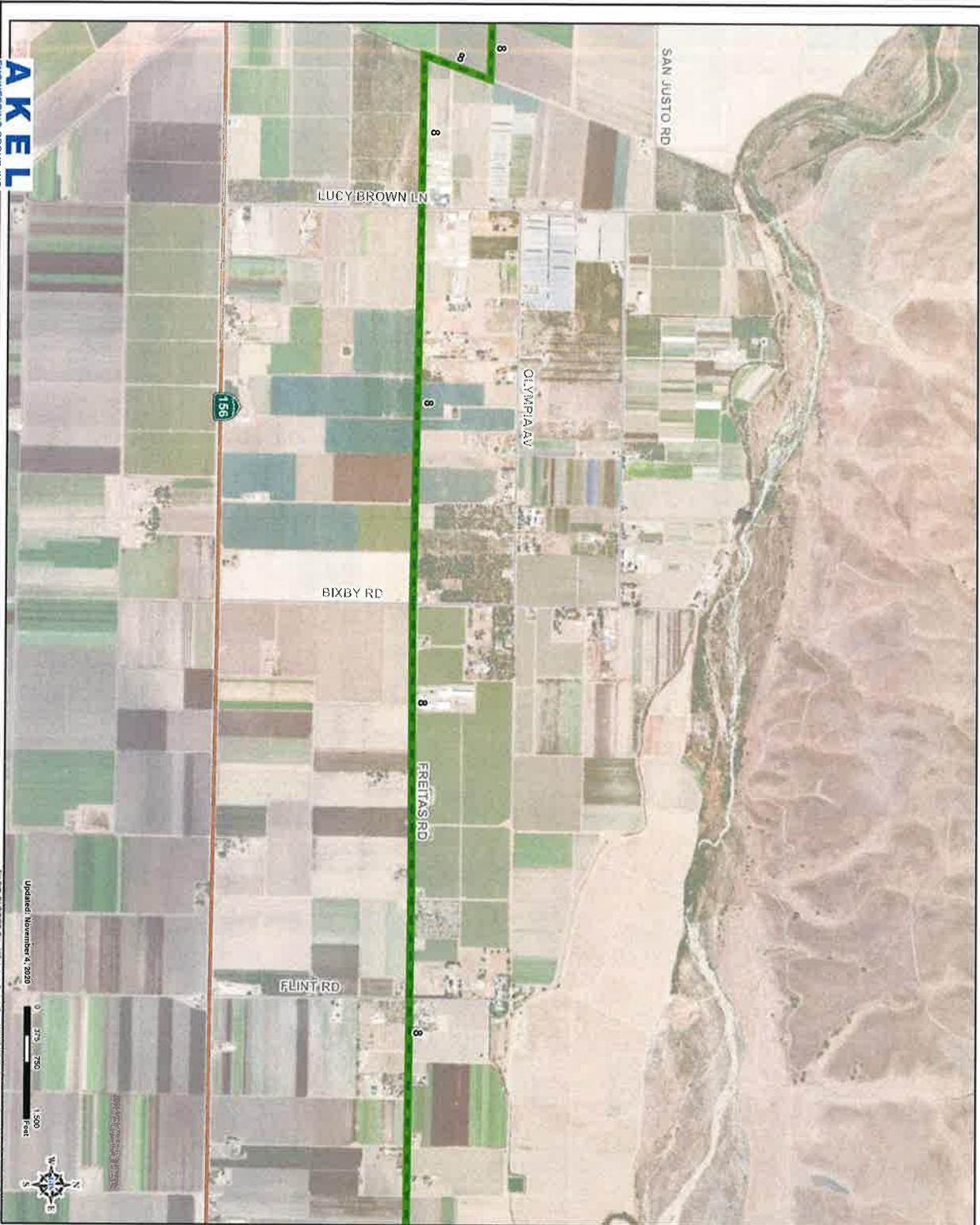
Legend

- Potential Lift Station
- Connection Alignment
- Major Highways
- City Limits
- Urbanized Area
- Protected Open Space
- Rivers/Streams
- Waterbodies

PRELIMINARY

Figure 2
Connection Alignment





Updated: November 9, 2020

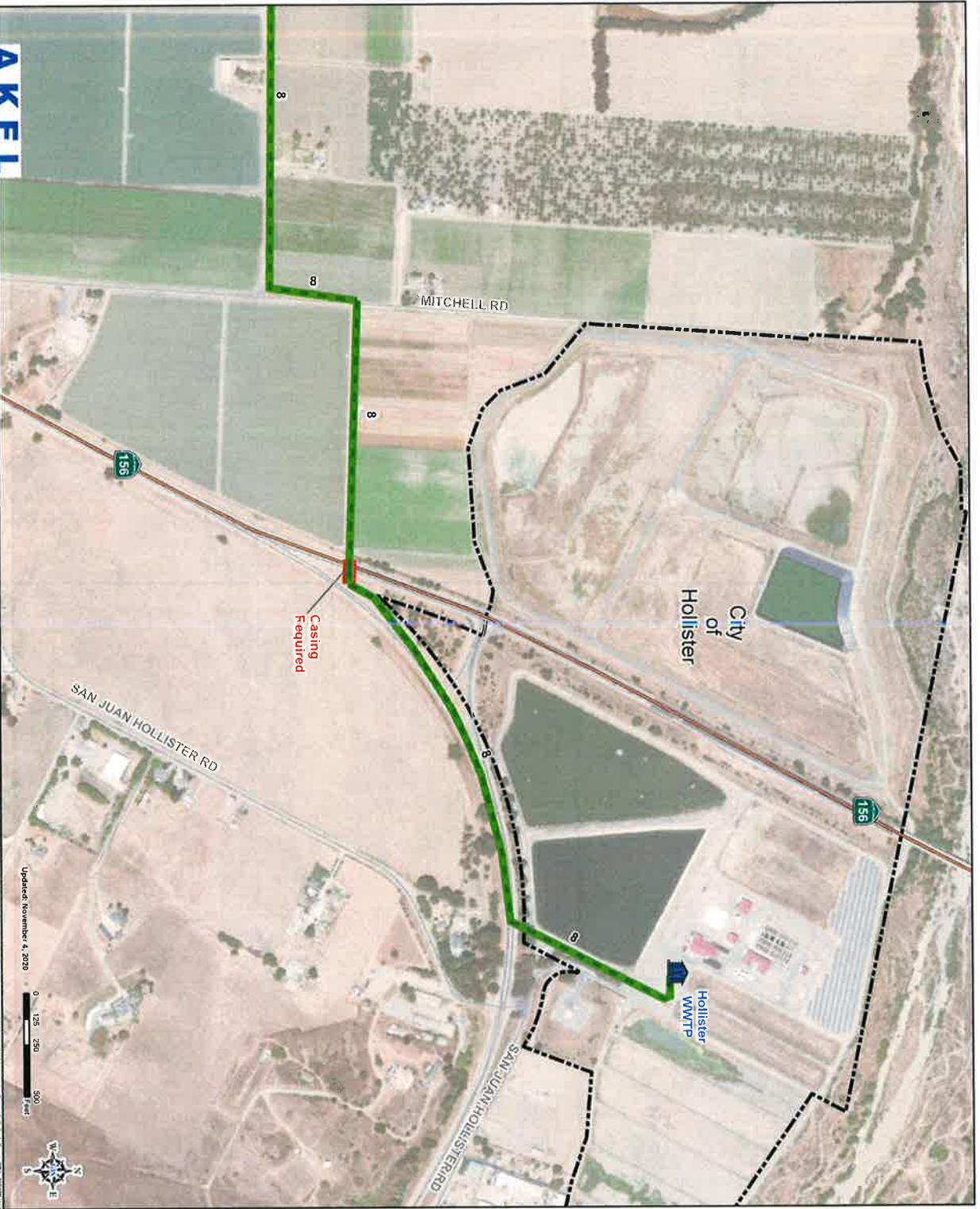


- Legend**
- Potential Lift Station
 - Connection Alignment
 - Major Highways
 - City Limits
 - Urbanized Area
 - Protected Open Space
 - Rivers/Streams
 - Waterbodies

PRELIMINARY

Figure 3
Connection Alignment





- Legend**
- Potential Lift Station
 - Connection Alignment
 - Major Highways
 - City Limits
 - Urbanized Area
 - Protected Open Space
 - Rivers/Streams
 - Waterbodies

PRELIMINARY

Figure 4
Connection Alignment



January 8, 2021

REQUEST FOR PROPOSAL
FOR
SAN JUAN BAUTISTA TO HOLLISTER
SANITARY SEWER FORCE MAIN

ADDENDUM NO. 2

The following information and/or clarifications are provided and incorporated into the Request for proposal for San Juan Bautista to Hollister Sanitary Sewer Force Main:

1. Replace Attachment B to the RFP, in its entirety, with the attached new "Revised Attachment B".
2. This project will involve Federal funding. The City has neither adopted the DBE program nor established a DBE goal for this project.
3. The approximate location of the pump station (shown on the map) is outside of the Rancho Vista Subdivision. The exact location shall be determined during the design phase. The easement or parcel shall be assumed to be approximately 50' x 50'.
4. The proposed force main may have been shown outside of county rights-of-way in some areas. The City does not have an existing easement for this alignment. The alignment may be adjusted to stay in County road rights-of-way.
5. The City does not currently have detailed plans of existing WWTPs in both Hollister and San Juan Bautista. It is the consultant's responsibility to gather all the information required to complete the design including topographic survey and mechanical investigation.

END OF ADDENDUM NO. 2

**EACH CONSULTANT SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM
NO. 2:**

- By completing the attached **ACKNOWLEDGEMENT** sheet marked as "**RETURN WITH THE PROPOSAL**" and submitting the completed sheet with the proposal.

Issued By: Julie Behzad, City Engineer

REQUEST FOR PROPOSAL
FOR
SAN JUAN BAUTISTA TO HOLLISTER
SANITARY SEWER FORCE MAIN

ADDENDUM NO. 2

ACKNOWLEDGEMENT

I have received Addendum No. 2 to the Request For Proposal titled, "**SAN JUAN BAUTISTA TO HOLLISTER SANITARY SEWER FORCE MAIN**". I have read and understood the information stated in the Addendum.

Consultant's Signature

Date

Name (Printed)

Name of Company

RETURN WITH THE PROPOSAL

REVISED ATTACHMENT B

**CITY OF SAN JUAN BAUTISTA
AGREEMENT FOR _____ SERVICES**

THIS AGREEMENT is made and entered into on _____, 20____, by and between the City of San Juan Bautista, a California general law city, hereinafter referred to as the "City," and _____, a _____, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

A. City desires to retain Contractor to:

_____ hereinafter referred to as the "Project."

B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.

C. City desires to retain Contractor to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A" attached hereto ("Scope of Work") and by this reference made a part hereof. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this

Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(d) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit "A." Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on _____, 20____, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval; and

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto; and

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the San Juan Bautista City Clerk.

(b) Contractor shall commence work on the Project on or by _____, 20____. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed _____ Dollars (\$_____.00) in accordance with the provisions of this Section and the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference.

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

(f) There shall be no charge for transportation within San Benito, Monterey, and Santa Cruz Counties required for the performance of the services under this Agreement; travel to other locations must be approved in writing and in advance by the City, mileage will be charged at the then current standard rate for business travel as set by the U.S. Internal Revenue Service for such approved travel.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be affected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is affected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is affected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator _____ who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates _____ as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: _____

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment.

Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the administration, completion, presentation, and quality of all work performed. If such persons are utilized, they shall be charged at cost. City reserves its right to employ other contractors in connection with this Project.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. **Skill of Employees.** Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. **Confidential and Proprietary Information.** In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. **Ownership of Data.** Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes

contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation with _____, and as such, may not accept compensation, commission or payment of any type from any such party or such party's agent.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory, or similar function in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious

creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses; defense costs including but not limited to reasonable attorney's fees; court costs; expert witness fees; and costs of alternate dispute resolution ("Liabilities"). The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8 as in effect at any given time), when the services to be provided under this Agreement by Contractor are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, the design professional shall (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional, or the acts or omissions of an officer, employee, agent or subcontractor of the design professional. The design professional's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then design professional's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. An allegation or determination of comparative active

negligence or willful misconduct by an Indemnified Party does not relieve the Contractor from its separate and distinct obligation to defend the City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall immediately defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) The review, acceptance or approval of the Contractor's work or work product by any Indemnified Party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the completion of the services or the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "C" "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Contractor. The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.

16. Claims for Labor and Materials. Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not

To Contractor:

Fax (____) _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. Amendments, Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

24. Force Majeure. Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. Severability. Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. Construction, References, Captions. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement

shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. Advice of Counsel. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

33. Time. Time is of the essence in this contract.

34. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at San Juan Bautista, California.

CITY OF SAN JUAN BAUTISTA

CONTRACTOR

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

Attest: (Pursuant to Reso: 20____ - _____)

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

INSERT EXHIBIT A

Section 1 (a)

- SCOPE OF WORK -

[Include Work Schedule if required.]

INSERT EXHIBIT B

Section 3 (a)

- FEE SCHEDULE -

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement coverage shall be at least as broad as ISO form CG 00 01 10 01 including symbol 1 (Any Auto) approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible with a form equivalent to ISO form CG 20 10 10 93. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee "As Its Interest May Appear" in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Exhibit C - Insurance

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

General liability insurance coverage shall be at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than five million dollars (\$5,000,000) combined single limit per occurrence for general liability, bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be five million dollars (\$5,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 10 93, that contains the provisions required by this contract. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession, in a form and amount approved by the City Attorney and Risk Manager, will be specified on a project-by-project basis if Contractor is working as a licensed professional. Contractor shall maintain such insurance for a period of five years following completion of the project. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Design professionals shall maintain such insurance in place until the expiration of the warranty period of the Project.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Contractor's insurance shall be written by an acceptable insurance provided, as determined by the City, which satisfies the following minimum requirements: An insurance carrier authorized and admitted to do business in the State of California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current "A.M. Best" rating classification of "A-" or better and a financial size of \$10 million to \$24 million (Class V) or better, or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state. Self-insurance will not be considered to comply with these insurance specifications. Workers Compensation and Employer's Liability shall be provided by an A-V rated carrier or by the California State Compensation Fund. If provided by a carrier other than California State Compensation Fund, Contractor shall provide proof of the carrier's A-V rating to the City.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements 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 Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance

required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

r) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence for at least three years following substantial completion of the work.

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONSULTANT shall provide the services indicated on the attached Attachment D, Scope of Services ("Services"). (All exhibits referenced are incorporated herein by reference.) To accomplish to end, CONSULTANT agrees to assign _____, who will act in the capacity of Project Manager, and who will personally direct such Services.

Except as may be specified elsewhere in this Agreement, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to complete the Services in accordance with the terms of this Agreement.

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONSULTANT shall commence the Services upon delivery to CONSULTANT of a written "Notice to Proceed", which Notice to Proceed shall be in the form of a written communication from designated City contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, _____ shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONSULTANT or if otherwise delivered as provided.

B. COMPLETION OF SERVICES

When CITY determines that CONSULTANT has completed all of the Services in accordance with the terms of this Agreement, CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, CITY shall make this determination within two (2) weeks of such request, or if CITY determines that CONSULTANT has not completed all of such Services as required by this Agreement, CITY shall so inform CONSULTANT within this two (2) week period.

III. PAYMENT OF FEES AND DIRECT EXPENSES

Payments shall be made to CONSULTANT as provided in the Agreement. Direct expenses are charges and fees not included. CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. CONSULTANT shall obtain written approval from CITY prior to incurring or billing of direct expenses.

Copies of pertinent financial recoils, including invoices, will be included with the submission of billing(s) for all direct expenses.

IV. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

CONSULTANT represents and warrants that it has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT'S representations and warranties regarding its skills, qualifications and licenses. CONSULTANT shall perform such Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to CITY. The minimum criteria for acceptance shall be a product of neat appearance, well-organized, technically and arithmetically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar purposes.

B. RESPONSIBILITY OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. CONSULTANT shall not be responsible for the accuracy of any project or technical information provided by the CITY. The CITY'S review, acceptance or payment for any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, but not limited to, invoices, vouchers, canceled checks, time cards, etc.) of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years (from the date of final payment to CONSULTANT), or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT, all of which shall be made available to CITY at the CITY'S offices within five (5) business days after CITY'S request.

D. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or

other information developed or received by or for CONSULTANT and all other written and oral information developed or received by or for CONSULTANT and all other written and oral information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONSULTANT'S disclosure thereof) shall be deemed confidential. CONSULTANT shall not use CITY'S name or insignia, or distribute publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

E. NO PLEDGING OF CITY'S CREDIT

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

F. OWNERSHIP OF MATERIAL

All material including, but not limited to, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under the Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited in any way in its use of said material at any time for any work, whether or not associated with the City project for which the Services are performed. However, CONSULTANT shall not be responsible for, and City shall indemnify CONSULTANT from, damages resulting from the use of said material for work other than PROJECT, including, but not limited to, the release of this material to third parties for work other than on PROJECT.

G. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

H. NOTICES

1. Notices are to be sent as follows:

City:

Don Reynolds, City Manager
City of San Juan Bautista
311 Second Street
P.O. Box 1420
San Juan Bautista, CA 95045-1420

Consultant :

2. FEDERAL FUNDING REQUIREMENTS.

- If the box to the left of this sentence is checked, this Agreement involves federal funding.
- If the box to the left of this sentence is checked, this Agreement does not involve federal funding.

1. DBE Program

2. Cost Principles

Federal Acquisition Regulations in Title 48, CFR 31, shall be used to determine the allowable cost for individual items.

3. Covenant against Contingent Fees

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Local Agency shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.