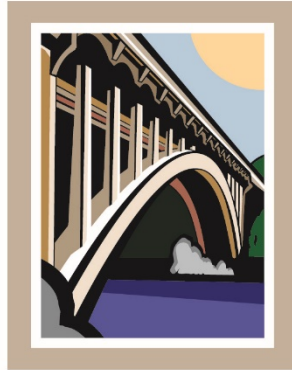


REQUEST FOR PROPOSALS



CITY OF
FOLSOM
ENVIRONMENTAL AND
WATER RESOURCES

Water Loss Control Program For the City of Folsom

February 2022

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

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SECTION 1. PURPOSE AND BACKGROUND

The City of Folsom (City) Environmental & Water Resources Department (EWR) is requesting proposals from qualified companies to provide professional services for the City's Water Loss Control Program. The City's water distribution system consists of approximately 400 miles of water pipes and is comprised of transmission mains, distribution mains, service lateral connections (approximately 23,000), blow-offs, fire hydrants, backflow preventors, valves, and other appurtenances. The City's water pipes range in size from 1" service lines to 24" transmission mains.

The Water Loss Control Program should include a review of previous water audits completed by the City, source meter accuracy testing, billing data assessment, meter accuracy testing recommendations, an analysis of real and apparent losses for the City, the appropriate leak detection survey frequency, and an analysis of Senate Bill 555 water loss standards relative to the City's real and apparent losses and input values to the State Economic Water Loss Model. This will also include support to calculate revised proposed standards for the City.

SECTION 2. RFP TENTATIVE SCHEDULE

Milestone	Anticipated Date*
Request for Proposals Issued	February 28, 2022
Written Questions from Consultants Due	March 16, 2022 by 4:00 p.m.
Responses from City Due	March 25, 2022
Proposal Due (Date & Time)	April 6, 2022 by 4:00 p.m.
RFP Evaluation Completed	April 22, 2022
Consultant Selection	May 6, 2022
City Council Approval	June 14, 2022

*Subject to change at City's discretion

SECTION 3. RFP INSTRUCTIONS

A. Examination of Proposal Documents

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

B. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by the City and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. Should a Consultant have questions about this RFP, the Consultant shall notify the City in writing in accordance with Section D.2 below.

C. Verbal Agreement or Conversation

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

D. Clarification

1. Examination of Documents

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

2. Submitting Requests

- a. All Consultant questions, clarifications, or comments shall be submitted in writing and must be received by the City no later than **March 16, 2022 at 4:00 pm**, and be emailed to Marcus Yasutake at myasutake@folsom.ca.us with the subject line: **“Water Loss Control Program 2022 - Questions”**.
- b. The City will only accept questions sent by email; all questions must be received by the City no later than the date and time specified above. Send questions to myasutake@folsom.ca.us.

3. City Responses

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

E. Submission of Proposals

1. Date and Time

All proposals must be submitted to the City Clerk’s Office no later than **April 6, 2022 by 4:00 p.m.** Proposals received after that date and time will be rejected by the City as non-responsive.

2. Identification of Proposals

The Consultant shall submit the proposal and additional required documents by mail:

- i. Package shall include six (6) hard copies of the proposal and additional required items
- ii. The proposal package shall be addressed:

Water Loss Control Program RFP 2022

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

Note: Proposers must also provide to the City Clerk's Office no later than 4:00 p.m. on April 6, 2022, in a separate sealed envelope that clearly identifies all costs associated with performing the water loss control program tasks. Please refer to Table 1 below for a breakdown of the RFP pricing submittal. The Consultant must provide a current fee schedule showing labor categories and hourly labor rates for all named personnel anticipated for this project, plus the expense costs. Fee schedules shall be included for the primary Consultant as well as any subcontractors. The selected Consultant will be required to submit to the City, a Schedule of Values that further breaks down the lump sum cost items as identified in Table 1.

Associated Costs submitted by mail shall include one (1) hard copy and be addressed:

Water Loss Control Program RFP 2022 – Associated Costs

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

Company: _____

Table 1: Water Loss Control Program Cost Proposal

Item No.	Task Description	Quantity	Unit	Unit Cost	Total Cost
1	Program Management	1	LS		
2	Billing Data Assessment and Gap Analysis	1	LS		
3	2017-2020 Water Audit Reviews	1	LS		
4	Volumetric Source and Production Meter Testing Assessment	1	LS		
5	Customer Meter Testing Assessment and Development	1	LS		
6	Real and Apparent Loss Component Analysis	1	LS		
7	Senate Bill 555 Support and Standards Response	1	LS		
8	Final Report	1	LS		
	Total Costs				

Total Cost Proposal, Item Nos. 1 through 8, shall be (spell out):

_____ Dollars.

3. Acceptance of Proposals

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

F. Pre-Contractual Expense

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

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

Proposers shall not include any such expenses as part of the price proposed in response to the RFP. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

G. Contract Award

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services or supplies. The City expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP Tentative Schedule.

H. Signature

The proposal will need to provide the name, title, address, email address, telephone number, and signature of the individual with authority to bind the company. The person

who may be contacted during the period of proposal evaluation must also sign the proposal and provide their contact information.

SECTION 4. CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

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

SECTION 5. SCOPE OF WORK

Task 1 – Program Management

Consultant will provide administrative services to oversee the day to day implementation of the Water Loss Control Program work. This should include monthly updates and budget status reports by each task, preparation of meeting materials and handouts, and meetings necessary for overall program implementation.

Task 2 – Meter Data Assessment and Gap Analysis

Billing data compiled and incorporated into the water audit can be a source of error impacting the accuracy of water balance results. As a result, a billing data chain assessment can be used to evaluate and correct billing data errors. This will include, but not be limited to, mapping of meter read collection and billing processes, comparison of raw data across billing data management platforms, and identification of data transmission errors including misreads, zero reads, dropped reads, duplicate reads, or other meter reading errors. This should also include an analysis of any gaps (gap analysis) in data collected and used for water loss analysis, meter data collection, or billing. The Gap Analysis should also include procedures to warehouse data and mechanisms to collect missing data so that after a data collection period has been completed, a component analysis can be completed. Develop a meter reading data map, a gap analysis, and provide recommendations to improve meter reading data accuracy, reporting, and billing.

Task 3 – Water Audit Reviews

Consultant will review annual revised water audits prepared by the City for the years 2017-2020. Information gathered here will be used to inform needs for tasks 4-6. Provide any feedback on the City's existing process of collecting and inputting data into the water audits. Recommend any improvements regarding the current process of data collection, input, and water audit values to improve the City's overall system score.

Task 4 – Volumetric Source and Production Meter Testing Assessment

Review the City's current volumetric source and production meter testing procedures, including the City's current standard operating procedures for volumetric testing. Review historic meter data to determine if there are any potential data anomalies that could impact data reporting. In coordination with the City, conduct volumetric meter testing of source and production meters. Update the City's current meter testing procedures and recommend any modifications to the

procedures consistent with AWWA standards. See Attachment B for source and production meter information.

Task 5 – Customer Meter Testing Assessment and Development

Develop a small customer meter testing procedure (standard operating procedure) and conduct a volumetric small meter volumetric test (up to 2-inches) at the City's meter test bench to quantify customer meter inaccuracies. The Contractor shall include a representative sample of testing based on the number of small meters in the City's stock. Develop a large customer (3-inches and greater) volumetric meter testing procedures (standard operating procedure). Procedures shall address water meters that do not have a bypass line and water meters that have a bypass line that allows the meter to be removed for testing purposes. See Attachment C for residential and non-residential customer meter data. See Attachment D for meter test bench specifications. This task should include optimum meter testing frequency, number of meters to be tested, and optimum replacement strategy.

Task 6 – Real and Apparent Loss Component Analysis

- a) Component Analysis of Real Losses: Establish methods and data requirements to quantify background leakage, unreported leakage, and reported leakage, which may include:
 - Collect and review leakage repair documentation.
 - Evaluate leak repair process.
 - Determine the City's leakage profile (background, unreported, and reported leakage). – The City is currently under contract to have a leak and loss detection assessment of the entire distribution system completed by June 2022.
 - Identify any gaps in data collected for real losses.
 - Develop analysis of cost-effective interventions against real losses.
- b) Component Analysis of Apparent Losses: Establish methods and data requirements to quantify customer metering inaccuracies, systematic data handling errors, and unauthorized consumption, which may include:
 - Prioritize large and small customer meters for testing.
 - Analyze meter testing results.
 - Calculate and determine value of apparent losses due to meter inaccuracy.
 - Identify any gaps in data collected for apparent losses.
 - Develop analysis of cost-effective interventions against apparent losses.

Task 7 – Senate Bill 555 Support and Standards Response

In December 2021, the State Water Resources Control Board (SWRCB) issued their proposed water loss performance standards. Consultant should review the City's current water loss standard identified by the SWRCB. Review City inputs and the default values used in the water loss model and identify appropriate inputs based on City specific data, including but not limited to the variable production cost of water marginal avoided costs of water, real and apparent loss improvements identified in task 6, City costs to repair leaks, infrastructure condition factor, and leak detection frequency. Develop a proposal to be submitted to the SWRCB in order to adjust the City's water loss standard based on the City's specific data and conditions.

Task 8 – Final Report

Consultant shall prepare a draft and final report documenting the water loss investigations from tasks 2-6. The report shall include findings, recommendations, meter testing procedures, meter testing results, data quality improvements, water loss performance, analysis of real and apparent losses, and cost-effectiveness of recommendations. Submit ten (10) hard copies and one (1) electronic copy of the draft and final report.

SECTION 6. SPECIFICATIONS

1. **Contract Period:** The initial term shall be for up to one year. In order to promote efficiency and economy, the City reserves the right to extend the contract period. Such extension(s) will be at the City's option, subject to the same specifications, terms, conditions, favorable prices, and agreement between the Consultant and the City.
2. **Contract Award:** The City plans to award a contract to the most responsible, responsive Consultant using the Selection Criteria section shown in this document.
3. **Labor:** All workmanship shall be first class throughout and only experienced qualified journeymen shall be employed under proper capable supervision.
4. **Unit Prices:** The Consultant's unit price on the price proposal shall be the total cost to the City.
5. **Notice of Termination:** The City reserves the right to terminate the Contract as identified in the attached sample Agreement (see Attachment A).
6. **Subcontracting:** Consultant may subcontract portion(s) of the work, as long as the Consultant retains the bulk of the work. Any subcontracting will be solely between the Consultant and its subcontractor(s). Consultant will remain responsible for all work performed under the contract, as though the Consultant performed all the work. Additionally, the Consultant shall remain the sole agent dealing with the City.

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

7. **Public Safety:** The Consultant shall erect such warning and directional signs as may be necessary for public safety. At the minimum, traffic cones and temporary constructions signs must be placed in advance of the work zone.
8. **Health and Safety:** The Consultant shall be solely and completely responsible for conditions of the job site, including health and safety of all persons (including employees, subcontractors, service personnel, and site visitors) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Health and Safety provisions shall conform to U.S. Safety Orders, Title 8, U.S. Environmental Protection Agency Standard Operations Guides, and all other applicable Federal, State, County, and local laws, ordinances, codes, and regulations that may be detailed in other parts of these documents. Where any of these are in conflict, the more

stringent requirements shall be followed. The Consultant's failure to thoroughly familiarize herself/himself with the aforementioned safety provisions shall not relieve her/him from compliance with the obligations and penalties set forth herein.

9. **Cleanup:** The Consultant shall not allow the site or work to become littered with trash and waste material but shall maintain the site of work in its normal, neat, and orderly conditions throughout the inspection period. On or before the completion of work, the Consultant shall remove all rubbish from any area which she/he has occupied and leave the area in first-class condition to the satisfaction of the Project Engineer.
10. **Public Convenience:** The Consultant shall conduct operations in a manner that causes the least possible obstruction and inconvenience to the public. The Consultant shall have under construction no greater amount of work than can be prosecuted properly with due regard to the rights of the public. The Consultant shall provide temporary access to all business establishments and pedestrian walkways as required by the City.
11. **Protection of Property and Environment:** The Consultant shall take every precaution to protect all public and private property during the performance of this contract. Any damage to existing facilities or property caused by the Consultant's personnel or equipment shall be promptly repaired to the condition existing before the damage, or replaced. All costs for such repairs or replacement shall be solely the responsibility of the Consultant.
12. **Dismissal of Unsatisfactory Employees:** If any person employed by the Consultant or any subcontractor fails or refuses to carry out the directions of a City representative, or is, in the opinion of a City representative, incompetent, unfaithful, intemperate, disorderly, or uses threatening or abusive language to any person at the jobsite, or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the City.
13. **Allowable Times and Hours of Work:** Unless otherwise noted, directed, or approved by the City, no work shall be done between the hours of 6:00 p.m. and 8:00 a.m. or on Saturdays, Sundays, or Legal Holidays. Unless otherwise noted, directed, or approved by the City, no lane of traffic shall be closed to the public during the peak hours of 6:30 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed. These exceptions are allowed only with the City's written permission.
14. **Fees and Costs Not Expressly Paid for by the City:** Bid prices shall include everything necessary for the completion of the work and fulfillment of the Contract, including but not limited to furnishing all materials, equipment, tools, excavation, sheeting, bracing and supports, plans, labor, and services. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs. No fees or costs shall be paid for by the City. See General Provisions Section 2.02.

SECTION 7. PROPOSAL SUBMITTAL REQUIREMENTS

All proposals must be received by the City Clerk's Office no later than **4:00 p.m. on April 6, 2022**. Late proposals will not be accepted.

The proposal package shall be submitted by mail and include six (6) hard copies of the proposal and additional required items and be addressed:

Water Loss Control Program RFP 2022

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

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

The proposal shall be organized in the following manner:

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

The selected Consultant will be expected to provide the City with a 3-week look-ahead schedule in order to monitor the survey progress.

- d. **Project Team:** This section should describe the Consultant's approach to managing the work. If the proposal is a team effort, the allocation of the work to the team members should be identified.

5. Supplemental Information (see Section 8)

Note: Proposers must also provide to the City Clerk's Office no later than 4:00 p.m. on April 6, 2022, in a separate sealed envelope that clearly identifies all costs associated with performing the water loss control program tasks. Please refer to Table 1 for a breakdown of the RFP pricing submittal. The Consultant must provide a current fee schedule showing labor categories and hourly labor rates for all named personnel anticipated for this project, plus the expense costs. Fee schedules shall be included for the primary Consultant as well as any subcontractors. The selected Consultant will be required to submit to the City, a Schedule of Values that further breaks down the lump sum cost items as identified in Table 1.

Associated Costs submitted by mail shall include one (1) hard copy and be addressed:

Water Loss Control Program RFP 2022 – Associated Costs
City of Folsom
Attention: City Clerk's Office
50 Natoma Street
Folsom, CA 95630

SECTION 8. SUPPLEMENTAL INFORMATION

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

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

1. Company Profile: Your company profile shall include the following information:
 - a. Founding date (month and year)
 - b. Company size – staff and client base (i.e. local, regional, statewide, etc.)
 - c. Products and/or services provided
 - d. Location of the office from which the work will be provided and the staff allocation at the office.

- e. Number of Projects – Include the number of projects completed during the past five (5) years related to water loss control, water loss management or leak and loss detection.
 - f. Identify the project manager and include his or her email address, telephone, fax, and cellular number.
 - g. List your company's professional affiliations and accreditation. Include a copy of any applicable accreditation and/or certification with your submittal.
2. Company Experience and Qualifications: Describe how the company has the necessary experience and qualifications to perform the work successfully. Include resumes of all project team members who are expected to work on this project.
3. References: List three or more clients (governmental entities preferred) for whom your firm has provided water loss control or water loss management within the state of California. For each of these references, include the organization name, mailing address, and contact person's name, telephone number, and email address. If you do not have any references within the state of California provide references outside the state of California. It is preferable to have completed this type of work in the state of California, but not required.
4. Work Plan:
- a. Outline of proposal methodologies that will be employed to accomplish the work.
 - b. Indicate whether your company will be subcontracting portion(s) of the work. If so, indicate the portion of work that will be subcontracted. A subcontractor does not need to be named in this proposal, but it should be described how a subcontractor would be chosen.
 - c. Describe how the interaction between your company and the City will take place to ensure that the work is performed and reported in an accurate and timely manner.
 - d. Describe your company's approach to quality assurance and quality control.
 - e. Describe your company's approach to resolving problems that may be encountered in the field.
5. Clarification, Exception, or Deviation: Each respondent may clarify or describe an exception or deviation from the requirements as set forth herein. Each clarification, exception, or deviation must be clearly identified and submitted with your proposal. If your firm has no clarification, exception, or deviation, a statement to that effect shall be included in the proposal.

SECTION 9. SELECTION CRITERIA

A technical review committee made up of City Staff will evaluate the proposals based on the understanding of work, experience with similar work, the project team, and best value. These evaluation criteria are provided to assist the proposers in their submittal and are not meant to limit other considerations deemed necessary by the technical review committee. Proposers may be telephoned and asked for further information and required to appear for oral interviews. The City reserves the right to select a Consultant based solely on written proposals and not convene oral interviews. The maximum possible total combined score for a proposal is 100 points. Proposals will be evaluated based on the following weighted criteria:

Qualifications and Experience of Firm (30%) Proposals will be evaluated based on the qualifications of the firm and its key personnel as related to the specific tasks in Section 5 and overall water conservation program planning, management, and implementation. Particular consideration will be given to the qualifications of the Key Personnel that will specifically be assigned to performing the work on this Project. Proposers who have the experience and qualifications to implement similar projects will be rated higher than Proposer who do not have the relevant experience and qualifications.

Project Understanding, Approach and Scope of Work (30%)

Proposals will be evaluated based on the Proposer's ability to complete the tasks described in Section 5 and on the overall clarity of the proposal written in the format described in Section 7. Proposals will be evaluated on the proposed approach for accomplishing each task and meeting the overall objective of this Project.

Project Team (15%)

Proposal will be evaluated on the specific personnel identified for this RFP. This evaluation will include specialized experience of key personnel, experience working on similar projects, an estimate of hours assigned to this project, and work completed for other municipalities.

Cost (25%)

Proposals will be evaluated based on the Proposer's overall value provided within the proposed budget. Proposals should include an estimate of hours and costs by task, any sub-consultant costs, any other expense costs, and the Consultant's current rate schedule of the key personnel listed in the proposal.

ATTACHMENT A – SAMPLE CONTRACT



CITY OF FOLSOM CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT



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

WITNESSETH:

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

WHEREAS, Consultant, by reason of its qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, City and Consultant agree as follows:

1. Scope of Service

The scope of service covered by this Agreement includes all consulting services described and contained in Exhibit A, attached hereto and by this reference incorporated into this Agreement. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit A, the terms and conditions set forth in this Agreement shall prevail.

2. Term of Agreement

The term of this Agreement shall commence on the Effective Date and shall continue until all services provided for in this Agreement have been performed or for two years, whichever is sooner, unless otherwise terminated as set forth in Paragraph 17 of this Agreement.

3. Schedule for Performance

City and Consultant agree that time is of the essence in the performance of this work, and Consultant agrees to produce documents in the times stated in the Proposal. Deviations from the time schedule stated in the Proposal may be made with the approval of the Environmental and Water Resources Director, or his/her authorized representative.

4. Compensation

Compensation for the services shall be paid on a time-and-materials, not-to-exceed basis. The maximum compensation for the services specified in Exhibit A, including any and all costs or

expenses, is _____. In the event the cost for services exceeds _____, Consultant agrees to complete all services enumerated in Exhibit A at no additional expense to City.

The City shall have the right to review all books and records kept by the Consultant and any subcontractors in connection with the operation and services performed under this Agreement. The City shall withhold payment for any expenditure not substantiated by Consultant's or subcontractor's books and records. In the event the City has made payment for expenditures that are not allowed, as determined by the City's audit, the Consultant shall reimburse the City for the amount of the disallowed expenditures. City shall make no payment for any services not specified in Exhibit A of this Agreement unless such additional services and the price thereof are agreed to in writing and approved by the City prior to the time that such additional services are rendered.

5. Invoicing, Payment, Notices

A. Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. Invoices shall describe the services performed and costs incurred, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate. Invoices that include charges for services rendered during the month of June shall not include any charges incurred after June 30th. A separate invoice shall be submitted for all services rendered after June 30th.

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

Email address: apinvoices@folsom.ca.us

Attn: Environmental and Water Resources XP2651.

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

Name
Address
Phone
Email

6. Professional Services

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of the City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

7. Independent Contractor

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, Consultant is to acquire same at its sole expense.

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

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

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

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall further indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

8. Authority of Consultant

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

9. Conflict of Interest

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest required by either City ordinance or State law.

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

10. Assignment and Subcontracting

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

11. Ownership of Work Product

All technical data, evaluations, reports, plans and other work products of Consultant provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Consultant may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

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

12. Indemnification

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

of this Agreement. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

13. Insurance

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

14. Employment Practices

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

15. Licenses, Permits, Etc.

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

16. Records

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices.

17. Termination

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

B. In the event of such termination, City shall pay Consultant for all services actually rendered up to and including the date of termination.

C. Consultant shall deliver to City copies of all drawings, reports, analyses, and investigations whether completed or not, prepared or in the process of being prepared under the provisions of this Agreement.

18. Amendments

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

19. Incidental Beneficiaries

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

20. Miscellaneous Provisions

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.

B. Venue: This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.

D. Time: All times stated herein or in any other contract documents are of the essence.

E. Binding: This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

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

21. Entire Agreement

This instrument and any attachments hereto constitute the entire Agreement between the City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

22. Authority to Execute

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

23. Counterparts

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

END OF TEXT - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

CONSULTANT:

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

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

CITY OF FOLSOM, A Municipal Corporation:

Date

Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk Date

Stacey Tamagni, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Marcus Yasutake, Date
Environmental and Water Resources Director

Steven Wang, City Attorney Date

NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.

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

EXHIBIT A

(Scope of Work)

See following pages.

SAMPLE

EXHIBIT B INSURANCE

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

A. During the term of this Agreement, Consultant shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

- a. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Products & Completed Operations:	One Million Dollars (\$1,000,000)
Personal & Advertising Injury:	One Million Dollars (\$1,000,000)
- e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
- g. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).
- c. The limits of liability per accident shall not be less than:

Combined Single Limit

One Million Dollars (\$1,000,000)

- d. If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.
3. Workers' Compensation
 - a. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employer's Liability coverage.
 - b. Employer's Liability Coverage with a limit not less than \$1,000,000 per accident for bodily injury and disease.
 - c. Consultant shall sign and file with the City department responsible for this Agreement/Contract the Worker's Compensation Certificate contained in the Project Manual.
4. Insurance Required in the Supplementary Conditions: Consultant shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.
5. Professional Liability Insurance

If required, errors and omissions, malpractice or professional liability insurance with coverage of not less than \$1,000,000 per claim.
6. Other Insurance Provisions:
 - a. The Consultant's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
 - i. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant in a form acceptable to the City Attorney.
 - ii. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage shall be provided to the City.
 - iii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - b. For any claims related to the project, the Consultant's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
 - d. The Consultant's Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
 - e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after **30 days prior written notice** by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.
7. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
8. The Consultant shall furnish the City with Certificates of Insurance and endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. **The Consultant shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.**
9. The Consultant shall report, by telephone to the Project Manager within 24 hours, and also report in writing to the City within 48 hours, after Consultant or any Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the City or others, arising out of any work done by or on behalf of the Consultant as part of the contract.
10. Such report shall contain:
- a. the date and time of the occurrence,
 - b. the names and addresses of all persons involved, and
 - c. a description of the accident or occurrence and the nature and extent of the injury or damage.
11. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
12. If the Consultant fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
13. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
14. The making of progress payments to the Consultant shall not be construed as

relieving the Consultant or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.

15. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
16. In the event Consultant carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and the City's insurance or self-insurance coverage shall be excess to the Consultant's Excess Liability Coverage.

SAMPLE

ATTACHMENT B – SOURCE AND PRODUCTION METER DATA

Meter Name	Size	Type	Manufacturer
CFE	66"	Insertion	Marsh McBirney
Zone 1	30"	Differential Pressure	McCrometer
Zone 2	16"	Magnetic	
Zone 3 Cimarron	18"	Differential Pressure	McCrometer
Zone 3 Foothills	24"	Magnetic	
Zone 4 Booster Pump Station	24"	Insertion	Data Industrial
Zone 5 Booster Pump Station	12"	Magnetic	Siemens
Zone 6 Booster Pump Station	16"	Magnetic	Toshiba
FPA Zone 4	12"	Magnetic	Endress Hauser
FPA Zone 6	16"	Magnetic	McCrometer
PIA # 1	30"	Ultrasonic	Panametrics
PIA # 2	48"	Ultrasonic	Panametrics
La Colina del Lago	8"	Magnetic	Toshiba
Raw Water Inlet	66"	Magnetic	Panametrics

ATTACHMENT C – CUSTOMER METER INFORMATION

The numbers below are a close approximation at the time this RFP was written.

Size	Quantity	Type
5/8"	6,000	Positive Displacement (PD)
3/4"	228	PD
1"	15,700	PD
1-1/2"	258	PD, Turbo
2"	738	PD, Turbo
3"	103	Turbo, Compound
4"	74	Turbo, Compound, Magnetic
6"	14	Turbo, Compound, Magnetic
8"	6	Turbo, Compound
10"	6	Turbo, Compound, Magnetic
12"	1	Magnetic

ATTACHMENT D – METER TEST BENCH SPECIFICATIONS

MARS Company Series 3-500 Test Bench

- Double Row Test Bench
- Test Capacity– Row 1
 - o Up to five (5) 5/8" meters, or
 - o Up to five (5) 5/8x3/4" meters, or
 - o Up to five (5) 3/4" meters, or
 - o Up to four (4) 1" meters
- Test Capacity– Row 2
 - o Up to three (3) 1-1/2" meters, or
 - o Up to three (3) 2" meters
- MARS Console / Gravimetric System
 - o Advanced Scale Instrument
 - o MARS M3 Enterprise Suite Software includes:
 - Base Module
 - Connectivity Module (includes the iPad and router)
 - Advanced Reporting (includes the data export feature)
 - Advanced Scale Module
 - o Test Tank
 - o 10/100 gallon (1 ft³/ 10 ft³) calibrated stainless-steel test tank with deck scale
 - o Three (3) precision rotometers that cover a flow range from 0.1 – 160 GPM
 - o Corrosive Protection (polyester coated steel bench frame)