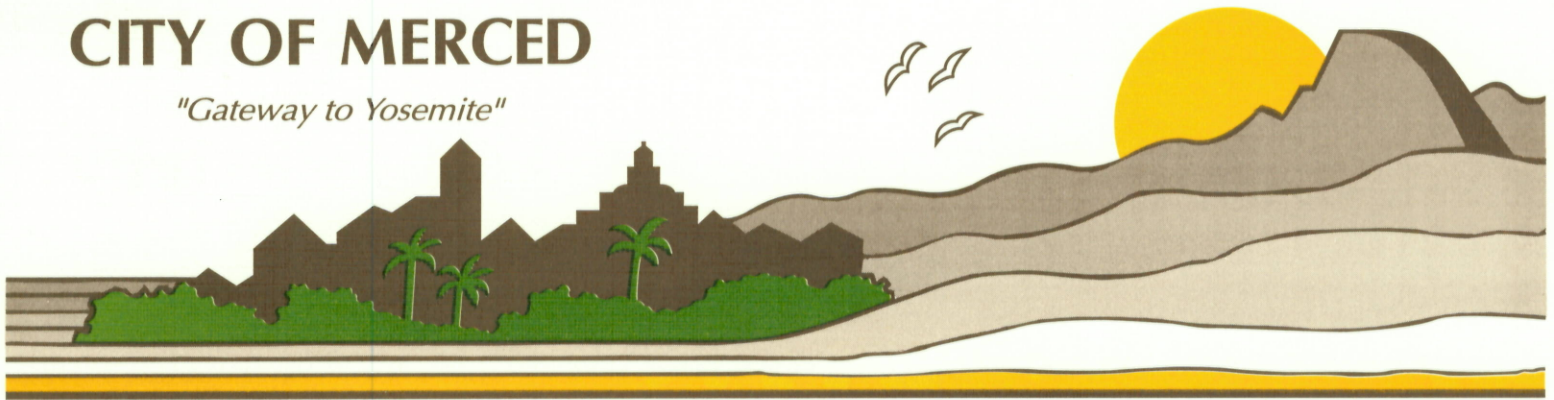


CITY OF MERCED

"Gateway to Yosemite"



Public Works Department

Telephone 209/385-6800

Fax 209/725-3277

June 14, 2016

Subject: Request for Proposal for Engineering Services to Prepare an Updated 2015 Urban Water Management Plan

The City of Merced Public Works Department is seeking a consultant to provide engineering services to prepare an updated 2015 Urban Water Management Plan in accordance with California Water Code Sections 10610-10656. The proposer shall provide the services in close cooperation with the City.

Attached please find a Request for Proposal describing the scope of work and general requirements.

If you wish to be considered for engineering services for the project, please submit five (5) copies of your entire proposal to:

Ken Elwin, P.E.
Director of Public Works
City of Merced
1776 Grogan Avenue
Merced, CA 95341

by 4:30 p.m. on Friday, July 22, 2016. Postmarks are not acceptable. Proposals received after that time will not be considered. Proposals must be complete or may be rejected as non-responsive.

We look forward to receiving your proposal. If you have any questions, please contact me at (209) 385-6803.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ken Elwin', with a stylized flourish at the end.

Ken Elwin, P.E.
Public Works Director/Interim City Engineer

Attachments: Request for Proposal

REQUEST FOR PROPOSAL

ENGINEERING SERVICES – URBAN WATER MANAGEMENT PLAN

INSTRUCTIONS TO PROPOSERS

The City of Merced Public Works Department is seeking a consultant to provide engineering services to prepare an updated 2015 Urban Water Management Plan in accordance with California Water Code Sections 10610-10656. The proposer (hereinafter Consultant) shall provide the services in close cooperation with the City.

The City of Merced will accept proposals for engineering services to prepare an updated 2015 Urban Water Management Plan. Proposals will be accepted by:

Ken Elwin, P.E.
Director of Public Works
City of Merced
1776 Grogan Avenue
Merced, CA 95341

until 4:30 p.m. on Friday, July 22, 2016.

Faxed proposals will not be accepted.

QUESTIONS/CLARIFICATIONS: Inquiries involving procedural or technical matters should be directed in writing, no later than 72 hours prior to proposal submission to:

Ken Elwin, Director of Public Works, (209)385-6803, elwink@cityofmerced.org

The City of Merced reserves the right to waive any irregularities in the proposals, or to reject any or all proposals, if it be in the public interest to do so. The City also reserves the right to retain all proposals submitted regardless of vendor selection.

Any proposal may be withdrawn at any time prior to the scheduled closing Pacific Standard Time for receipt of proposals. Any proposal received after the Pacific Standard Time and date specified will not be considered.

All entries shall be typewritten or clearly completed in ink. Proposal prices shall encompass everything necessary for furnishing the item(s) specified, and in accordance with those specifications shall include proper packing costs and the cost of delivery.

By submitting his/her proposal, the Prospective Proposer agrees to execute the contract and to provide the specified services within the agreed upon time.

All proposals must be complete, factual, and signed by an authorized officer of the Prospective Proposer's organization.

Any material alterations to the proposal must be explained or noted over the signature of the Prospective Proposer.

PRICING: Prospective Proposers shall indicate all costs associated with all items necessary for completion of the project. One (1) copy of the pricing proposal is to be submitted in a separate, sealed envelope.

CONTRACT TERMS: Any contract awarded on the basis of this RFP will be subject to the contract terms included in this RFP and as negotiated between the City and selected Consultant.

FORM OF CONTRACT: Requirements as indicated in **Attachment A**. The successful proposer will be expected to execute as part of the negotiated contract. Any exceptions to the form of the contract must be clearly stated in the proposal and may be grounds for being declared non-responsive.

INSURANCE & INDEMNITY: Requirements as indicated in **Attachment A**. Insurance certificates are required to be submitted by the chosen Consultant prior to contract award, failure to provide these in a timely manner may result in a different proposal selection.

In addition, we require a statement indicating that you will be able to provide an insurance certificate naming the City of Merced as an additional insured per **Attachment A**; **and revising the cancellation clause**. The standard form used by insurance carriers **will not** be accepted unless the word “endeavor” is crossed out where the paragraph states, “The issuing company will (endeavor to) mail ...”; and a portion of the last paragraph shall be crossed out, which states, “but failure to mail such notice shall impose no obligation or liability of any kind upon the company.”

CONFLICTS OF INTEREST: The Consultant must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. seq. of the Government Code. The Political Reform Act requires City officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

If the proposer holds no City office, committee appointment or other relationship, the proposal should simply state that in response to this item.

SCOPE OF WORK

The Consultant shall provide the services in close cooperation with the City. The City is required to prepare an updated 2015 Urban Water Management Plan in accordance with California Water Code Sections 10610-10656.

TASK 1 – Obtain Information and Coordination with City

The initial task is to meet with City Staff and review and obtain necessary information to prepare the required Urban Water Management Plan. The attached outline provides information about the resources to be addressed for development of the plan.

TASK 2 – Prepare Urban Water Management Plan

Based on initial review and discussions with Department of Water Resources (DWR) staff and City staff, the consultant will prepare the Urban Water Management Plan in formats suitable for Public Hearing and submittal to DWR.

We expect the Consultant proposal to be as responsive as possible to meet the Urban Water Management Plan Act requirements and DWR guidelines for 2015 and an estimate of the costs necessary to prepare a plan acceptable to the City and DWR.

CITY'S RESPONSIBILITIES

- I. The City shall provide the Consultant with the existing 2010 Urban Water Management Plan along with relevant and available DWR review comments, and City plans, studies, and information concerning the project. The 2010 Urban Water Management Plan and attachments may be viewed at http://www.water.ca.gov/urbanwatermanagement/2010uwmps/Merced,%20City%20of/2010UWMP_Final.pdf.
- II. The City shall designate a representative authorized to act in its behalf with respect to the Contract(s).
- III. The City shall furnish required information as expeditiously as necessary for the orderly progress of the work.

METHOD OF COMPENSATION

The Consultant is to propose a fee schedule and budget for the work in a separate sealed envelope.

The fee proposal must specify hours, hourly rates, costs by task, details of any other charges, and a not-to-exceed for each task and for the total. Progress payments, upon invoice, will be made monthly based on actual hours worked applied to the agree-upon hourly rates of compensation. The consultant must also identify any reimbursable expenses and give a “not-to-exceed” total for reimbursables. Any necessary services outside the Scope of Work must also be identified and quantified.

Consultant selection will be based on demonstrated qualifications, understanding of the project, approach, and the proposal. Fees will then be negotiated with the most qualified consultant. If the City and selected Consultant are unable to arrive at an agreement, negotiations will be undertaken with the next most qualified consultant.

TIME OF COMPLETION

We anticipate award of the consulting contract following fee negotiations. The work described herein shall meet a proposed schedule of deliverables that requires submittal of the plan to the Department of Water Resources (DWR) within four months of the contract being awarded. Please provide a schedule in your proposal showing the intended timeline, including public hearings.

FORM AND CONTENTS OF FULL PROPOSAL

Each Consultant proposal shall include the following in the following order:

- a. Brief description of the history and location of the firm;
- b. Previous experience in the area of the Scope of Work;
- c. Name and qualifications of Key Personnel assigned for the duration of the project, including resumes, and the amount of proposed time committed;
- d. References with contact names and telephone numbers for recent similar projects for each of the key Personnel to be assigned to the project;
- e. Extent of subcontracting of work, if any, and identity and qualifications of subcontractors;
- f. Proposed Scope of Work, including
 - 1) Approach to the project,
 - 2) Particular issues to be evaluated in the performance of the project,
 - 3) Detailed Scope of Work,
 - 4) Required items and any proposed additions by the Consultant,
 - 5) Fee proposal and budget, conforming to the specifications above **(in a separate sealed envelope – one copy)**,

In addition, we require:

- a. A timeline (calendar days) indicating the important milestones of the project beginning with City Council approval of the contract. Please include time required for contract execution and acquisition of insurance certificates.
- b. Comments, if any, concerning the terms and conditions in form of contract included in Attachment A. If no comments are made in the proposal it will be assumed that Consultant will sign the attached contract.
- c. Submit a certificate of insurance and endorsements evidencing the required Worker's Compensation, Commercial General Liability, Comprehensive Auto Liability, and Professional Liability Insurance, with the required limits of liability and Additional Insureds. Revise the certificates' cancellation clause to delete "endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" and,
- d. Statement of understanding and compliance with the conflict of interest provision stated above.

All proposals shall be submitted in writing. Any exceptions to the requirements stated herein shall be clearly stated in the proposal and may be grounds for being declared non-responsive. The Consultant shall sign the proposal. Please send **five (5) copies of the proposal** and one (1) copy of the pricing information (in a separate, sealed envelope) to:

Ken Elwin
Director of Public Works
City of Merced
Public Works Department
1776 Grogan Avenue
Merced, CA 95341

Incomplete proposals may be rejected as non-responsive. The City reserves the right to waive any irregularities in the proposals.

Proposals are more likely to be viewed favorably if they are brief, concise, and specific.

EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. The proposals shall be evaluated by individuals within the City of Merced, who shall prepare their evaluation based on the criteria contained herein. The proposals will not be available for public review. Proposals submitted will be reviewed for completeness and qualifications by City representatives. The evaluation of the written proposals will be based on thoroughness of the proposed scope of work and the technical expertise and experience of the proposer's team. The timeliness of the proposed schedule of deliverables will be one of the criteria used for evaluation of your proposal. The selection process may include an interview before the Selection Committee.

Upon completion of the technical evaluation, the City of Merced will open and evaluate the Price Proposals. A City representative will negotiate with the most qualified Proposer to determine the final award. The fee/pricing proposal and budget will be used to negotiate the final agreement that will be presented to the City Council for approval at a regularly scheduled public meeting. A contract will be awarded to the Prospective Proposer whose proposal is determined to be most advantageous to the City of Merced when considering evaluation criteria and cost. The City reserves the right to reject any and all proposals and will award a contract determined to be in the best interests of the City. The proposal with the lowest proposal price may not necessarily be the most advantageous proposal.

All proposals shall remain firm for one hundred and twenty-(120) calendar days after the proposal opening.

The City is not responsible to any proposer for the costs incurred in the preparation of the response to this RFP regardless of which Proposer is selected.

Attachments:

- A. Standard Form, Professional Services Contract

**AGREEMENT FOR PROFESSIONAL SERVICES
(Design Professional)**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and _____, a _____, whose address of record is _____, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to _____; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide _____ services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the _____ services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the _____ or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$_____.

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

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 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.

9. INDEMNITY. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall indemnify, protect, defend, (with legal counsel reasonably acceptable to City), 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, or expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, the negligence, recklessness, willful misconduct of Consultant or its employees, subcontractors, or agents in the performance of this Agreement. 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 survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's

Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

14. **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.

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

17. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

18. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

19. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

20. **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.

21. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____