



**Request for Statement of Qualifications (SOQ)**

**For**

**On-Call Services**

**For**

**Various Tasks**

**In the**

**City of Concord**

By the

City of Concord

**RESPONSES DUE:**

**5:00 p.m., Monday, March 9, 2015**

**City of Concord**

Department of Community and Economic Development – Engineering Services

1435 Gasoline Alley

Concord, CA 94520

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## SECTION 1 - INTRODUCTION

The City of Concord (CITY) releases this Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQs) from service providers (CONSULTANT) interested in contracting to provide on-call services for the following areas of expertise for various projects and tasks associated with Capital Improvement Program (CIP), Current Development, and other needs:

- Project Coordination / Construction Management and Inspection Services
- Materials Testing Services
- Design Services (civil, mechanical, landscape architecture, traffic, structural, architecture & hydrology/hydraulics)
- Environmental Services
- CEQA and NEPA Services
- Survey Services
- Geotechnical Services
- Right-of-Way Services

Following submission of SOQ's, CONSULTANT will be chosen for the various areas of expertise and will enter into a Master Agreement for Professional Services with the CITY. The term of the agreement is anticipated to be two years, with a possible one-year extension.

When the CITY determines that services are needed in the CONSULTANT's area of expertise the CONSULTANT will be informed of the specific project scopes. The CONSULTANT will prepare a cost proposal and negotiations will take place. Upon satisfactorily concluding the negotiations, a task order will be prepared defining the scope, schedule and budget. The CONSULTANT will be strictly held to the budget and schedule unless significant uncontrollable events increase the scope's level of services required.

It is anticipated that the Task Orders will be for a **Not-To-Exceed** amount depending on the area of expertise. Typical CIP construction contracts range from \$40,000 to \$400,000 with some smaller and some larger projects occasionally being awarded. It is anticipated that most projects will not require full-time personnel. The CONSULTANT will be expected to propose an appropriate management approach and have staff located sufficiently close to the CITY to allow for quick response to issues that may arise.

## SECTION 2 - SCOPE OF SERVICES

All CONSULTANTS will report to, and operate under, the direction of CITY staff.

### **Project Coordination / Construction Management and Inspection Services**

Services to be provided by the CONSULTANT include some, or all, of the following:

#### Task 1            Coordination Services

The CONSULTANT shall provide technical personnel to perform the duties of project coordinator/manager, to monitor activities for compliance with project scope, budget, and schedule, and/or preparing all legal and financial submittals. The CONSULTANT shall also receive all project-related correspondence from the designer, be responsible for managing project budget and schedule,

conduct regular meetings with the designers or project proponents, and other meetings as required.

#### Task 2 Business Owner / Resident Liaison / Public Notification

The CONSULTANT shall provide services in conjunction with establishing and maintaining communication with businesses and residents during the design and construction phases. Such communication shall be for relating design and construction schedules and activities, traffic control updates, and problem resolution with an emphasis on traffic control operations, public safety, and noise issues.

#### Task 3 Project Documentation

The CONSULTANT shall provide project documentation including correspondence to and from the designer, reviewing designers' submittals, coordinating review with the appropriate other departments, coordinating all CITY review comments and returning the comments to designer. The CONSULTANT shall be responsible for maintaining the official project files to be supplied to the CITY at the end of each project.

The CONSULTANT shall provide project documentation including daily construction activity reports, field clarifications, minutes of meetings, and requests for information (RFI). In addition, the CONSULTANT shall also coordinate the contractors' progress payment requests, maintain logs of correspondence, clarifications on RFI's, change orders, submittals, and test results. The CONSULTANT shall be responsible for maintaining the official project files to be supplied to the CITY at the end of each project.

#### Task 4 Progress Payments

The CONSULTANT shall keep track of project budget and schedule and ensure that designers are meeting key deadlines. The CONSULTANT will review all project related invoices and make recommendations to CITY for approval/disapproval.

The CONSULTANT shall keep track of contract quantities and document field measured units in accordance with the requirement of the project specifications prior to review and recommendation for CITY approval of the contractor's cost break down, progress payment requests, and final payment request.

#### Task 5 Support During Construction

The CONSULTANT shall provide support to the construction staff during construction to serve as liaison between the resident engineer and the designers, provide back-up support for contractor negotiations and resolution of field encountered conflicts, and provide assistance in interface situations between resident engineers and ancillary parties.

The CONSULTANT shall provide support in connection with justifications for change orders, tracking of RFI's, back-up support for contractor negotiations and resolution of field encountered conflicts and assistance in interface situations between contractors and ancillary parties.

#### Task 6 Onsite Services

The CONSULTANT shall provide onsite technical personnel to perform the duties of a Resident

Engineer and/or Inspector, to monitor construction activities for compliance with design plans and specifications, to provide construction contract administration, and/or to provide a qualified construction observer/inspector during the course of construction. The CONSULTANT shall also receive all project related correspondence from the contractor, be responsible for scheduling the testing of materials in accordance with project specifications, conduct regular onsite construction meetings, and other meetings as required.

### **Right-of-Way Services**

Services to be provided by the CONSULTANT include some, or all, of the following:

#### Task 1            General Right-of-Way Assistance

The CONSULTANT shall provide right-of-way engineering (including surveying) to prepare plats, legal descriptions, etc. with signatures of licensed staff. The use of an outside survey is acceptable but it must be clear what strategy is proposed for the project by the proposing firm. Perform appraisals and prepare professional quality appraisal reports; coordinate with utility and title companies for property acquisition; participate in negotiations for property acquisition; provide relocation assistance when needed; manage property and support the CITY's efforts in right-of-way acquisition as needed, i.e., provide experienced staff to respond to specific issues on various projects; and evaluate current ownership, easements, and all other pertinent right-of-way documents and conditions to fully understand the existing status of property ownership and use.

#### Task 2            State and Federally Funded Projects

The CONSULTANT shall advise on the best procedures and methods for the timely acquisition of any needed property or property rights that conform to all Caltrans and Federal Highway Administration (if appropriate) rules and procedures. The CONSULTANT shall possess all licenses and experience required for certification to perform right-of-way services by Caltrans for State and federally-funded projects as outlined in Exhibit 13-C Consultant Selection Criteria and Guide of the Caltrans Local Assistance Procedures Manual. Provide other services as required for the timely completion of projects meeting funding requirements assuring reimbursement by outside agencies.

### **Materials Testing Services**

Services to be provided by the CONSULTANT include some, or all, of the following:

#### Task 1            General Testing Services

The CONSULTANT shall provide necessary testing for construction materials such as concrete, asphalt, reinforcing steel, pavement structural section, and soils. Typical inspection requests include inspection of soil excavation, backfilling, underground tank removal, placement of imported soils, and operations related to sewers, streets, storm drainage, and sidewalk projects to determine compliance with project specifications. Perform compaction testing using nuclear gauge or established methods as specified. Other services include, sampling and testing of materials for compliance with quality requirements, asphalt concrete production inspection, and testing at the plant, and field visual condition surveys to identify existing asphalt pavement defects. Results need to be delivered to requestor within one day, except where testing methods require more lengthy analysis. Formal test results shall be submitted in duplicate.

## **Design Services (civil, mechanical, landscape architecture, traffic, structural, architecture, and hydrology/hydraulics )**

The CONSULTANT shall provide services for specific projects as requested by CITY; such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services include, but are not limited to:

- preparing conceptual designs, preliminary budget estimates and project schedules
- preparing economic designs in accordance with CITY standards and policies
- coordinating the design with, and obtaining the required approvals and permits of CITY Departments, utility companies, and other agencies
- assisting the CITY in communicating with the public regarding the project design
- drafting reports for CITY information and action
- providing information and assistance during construction, as requested by CITY
- providing engineering calculations and analysis as required by the project
- assisting the CITY to complete its CEQA and NEPA environmental review of the projects, by drafting an Environmental Checklist Form, Notice of Exemption, or Statutory Worksheet
- preparing design surveys, geotechnical investigations, construction plans, specifications, and construction cost estimates including services of approved sub-consultants necessary to accomplish the work
- attending pre-construction meetings and responding to bidder's questions during bidding
- tabulating and reviewing bid documents received

## **Development Plan Review**

The CONSULTANT shall provide services for specific private developments as requested by CITY; such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services include, but are not limited to:

- complete review of grading, drainage, erosion control, infrastructure and street improvement plans for subdivision
- review of FEMA applications from property owners and developers pertaining to LOMA, LOMR, CLOMR, and similar applications pertaining to floodplain development
- perform Stormwater control review of development plans

The CONSULTANT will be an independent contractor and will have responsibility for and control over the details and means of providing its services under this Agreement. CONSULTANT agrees that its services shall be performed with due diligence and in accordance with generally accepted engineering practices.

The CONSULTANT shall use its best efforts to perform and coordinate all activities in a timely manner so that the projects will be completed according to the established project schedules.

## **Environmental Services**

### **Task 1            Sampling and Testing**

The CONSULTANT shall be available to sample and test soils, ground water, creeks, etc. for contamination of petroleum products, heavy metals, raw sewage and other hazardous and potentially hazardous materials. Testing facilities shall have the capability to return test results in as little as 24 hours if requested.

## Task 2 Reports

The CONSULTANT shall prepare reports for submission to such agencies as the California Water Quality Control Board, the San Francisco Regional Water Quality Control Board, the Contra Costa County Department of Health Services and any other regulatory agencies that may require them. Reports shall be bound and shall document all sampling procedures, test results, remedial actions, and recommendations for future actions and monitoring.

- PM2.5/CT Environmental Documentation
- CO<sup>2</sup> Hot Spot
- CEQA Analysis
- EIR/EIS preparation

## Task 3 Monitoring

The CONSULTANT shall install monitoring wells and other facilities necessary to sample and test ground water and soils contamination as required by local, state or federal regulatory agencies. Sampling and testing of these facilities shall be done on a periodic basis as required. Monitoring reports shall be prepared and submitted to the CITY for review and distribution to the appropriate agencies as required.

## **Survey Services**

### Task 1 Preliminary Construction Surveys

The CONSULTANT shall perform preliminary construction surveys that locate the horizontal and vertical locations of all improvements in the project area including but not limited to curbs, gutters, sidewalks, ramps, driveways, utilities, rights-of-way, monuments, and other improvements. Provide street cross sections and delineate drainage routes.

### Task 2 Topographic Surveys

The CONSULTANT shall provide topographic surveys of a scale and precision as required of existing and proposed CITY properties including but not limited to parks, creeks, trails, and demolition sites. CONSULTANT shall have the capability or be able to employ a sub consultant to perform aerial surveys as desired by the CITY.

### Task 3 Construction Staking

The CONSULTANT shall provide staking for the construction of all types of Public Works improvements including streets, curbs, gutters, sidewalks, ramps, driveways, sewers, storm drains, and other infrastructure improvements. Work shall be done in consultation with contractors and CITY staff.

### Task 4 Right-of-Way Surveys

The CONSULTANT shall perform right-of-way surveys and prepare legal descriptions and plats for acquisition of easements and right-of-way necessary for the construction of all types of Public Works improvements.

#### Task 5 Monumentation

The CONSULTANT shall identify and reference existing monuments of all types including iron pipes, nails, shiners, and rebar, tagged or not, in areas of future construction. Prepare Record of Survey maps as required by the Land Surveyor's Act.

#### Task 6 As-Built Surveys

The CONSULTANT shall prepare as-built plans based on survey data as required at the completion of Public Works construction projects. Plans shall include the horizontal and vertical locations of all new improvements including curbs, gutters, sidewalks, pipelines, catch basins, and any other facility constructed.

- review of Tentative Maps, Subdivision Maps, Parcel Mergers, Easements, Dedications, and Lot Line Adjustments for Current Development

#### Task 7 Water Surveys

The CONSULTANT shall have capability to perform water surveys and soundings on small to medium sized bodies of water both before and after dredging operations.

### **Geotechnical Services**

#### Task 1 Soils Investigation

The CONSULTANT shall investigate existing soils in the area of proposed Public Works improvements. Soils shall be sampled as necessary to provide an accurate profile of the soils in the area. Soils shall be tested for strength, stability, R-value, and other parameters appropriate for the type of improvement considered.

#### Task 2 Reports and Recommendations

Based upon the sampling and testing results, the CONSULTANT shall prepare a report of findings that outlines all of the procedures followed, the results obtained and recommendations for the best and most economical design of the proposed improvement. The report shall include all boring logs and other tests utilized to make the CONSULTANT's determination with an analysis of any reasonable alternative(s) to the CONSULTANT's recommendation.

#### Task 3 Plan Review

The CONSULTANT shall review, comment on and sign plans that have been developed by the CITY of Concord or an outside design firm based upon any soils report or additional soils information that he has prepared. The sign off shall indicate that he has reviewed the plans and that they are in conformance with the geotechnical recommendations that he has included in his report.

### **CEQA and NEPA Environmental Services**

#### Task 1 Environmental Assessment and Documentation

The CONSULTANT shall provide services for the initial study and preparation of environmental assessments under the California Environmental Quality Act (CEQA) and the National

Environmental Policy Act (NEPA) for specific projects as requested by CITY; such services shall be defined, scheduled, and authorized in a Task Order. Upon receipt of a Task Order, the CONSULTANT shall be required to review the project application, background information, site plans, technical reports, and any other relevant documents and studies. The CONSULTANT shall identify, analyze, and avoid or mitigate any potential effects/impacts of the project, as required by the California Environmental Quality Act and/or National Environmental Policy Act. The CONSULTANT shall complete an Initial Study, Environmental Assessment, Negative Declaration, Mitigated Negative Declaration, and/or Finding of No Significant Impact and incorporate public comments into the document, if any. The CONSULTANT may be required to attend meetings with staff and applicants, scoping meetings, and provide testimony at public hearings.

#### Task 2 Supplemental Studies

At such time when additional services are required, a Task Order may be issued for the CONSULTANT to prepare additional technical studies or reports to supplement the environmental documentation for a given project, including but not limited to traffic impact studies, trip generation studies, parking studies, biological studies, archaeological studies, paleontological studies, geotechnical reports, air quality reports, CO<sub>2</sub> emissions studies, and other impact studies required for project analysis under CEQA and NEPA.

#### Task 3 Peer Review

At such time when additional services are required, a Task Order may be issued for the CONSULTANT to conduct a peer review of the technical documentation provided with a project application, including but not limited to traffic impact studies, trip generation studies, parking studies, biological studies, archaeological studies, paleontological studies, geotechnical reports, air quality reports, CO<sub>2</sub> emissions studies, or other impact studies submitted for a given project.

### **SECTION 3 - PROJECT DESCRIPTIONS**

Anticipated projects include the full range of CITY of Concord public works improvements, including: pavement rehabilitation, curbs, ramps, driveways, sidewalks, storm drainage, sanitary sewers, traffic signals and street lighting, landscaping and irrigation, building construction, minor structures, HVAC, electrical service, roofing and plumbing. Other projects requiring on-call services may include Construction Management and inspection services for Capital Projects or encroachment permit construction activities, right-of-way services, detailed hydrologic/hydraulic studies related to projects within FEMA designated flood zone, and other engineering analyses and calculations. Additional services may include plan review for Capital Projects or development including entitlement review, grading and improvement plan review and review of Lot Line Adjustments, Parcel Maps and Subdivision Maps. These Task Orders typically range from \$10,000 to \$75,000 in consulting fees.

Typical construction costs range from \$40,000 to \$400,000, with occasional projects of lesser or higher value. Duration of construction management services for any one contract may range from five weeks to fifty weeks, with most falling in the ten to fifteen week range.

### **SECTION 4 - SUBMITTAL REQUIREMENTS**

Prepare and organize your proposal based on the requirements provided below. Firms submitting proposals for multiple disciplines must submit separate proposals for each discipline. Submittals are

expected to be concise, single-sided 8½” x 11” pages with a font size no smaller than 10 point. The maximum number of pages per submittal is 16, not including résumés and Form 330. Failure to follow the guidelines outlined below for the number of pages allowed may result in the candidate’s disqualification.

1. Enclose a cover letter describing the firm and its interest and commitment to perform on-call services for City of Concord. The person authorized by the firm to negotiate a contract shall sign the cover letter. Please also include the name, phone number and email address of the person with whom the CITY should communicate during the proposal and interview process. (No more than two pages)
2. Proposer shall submit one (1) proposal for each discipline for which they are to be considered. The front cover of the SOQ shall clearly state the following, “*SOQ Submitted for (insert discipline).*”
3. State the qualifications and experience of the firm. Emphasize the specific qualifications and experience in public works projects for local agencies. (No more than five pages)
4. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller projects, including a discussion of how you will respond to emergency situations that may occur when no personnel are at the site. (No more than two pages)
5. Provide at least three references (names and current phone numbers) from recent work (previous three years) for each individual you propose. Include a brief description of the projects associated with the reference, and the role of the candidate. (No more than two pages)
6. A list of hourly billing rates for each proposed team member entitled “Fee Schedule.” Hourly billing rates shall include all direct and indirect labor expenses, transportation, cell phone, computer, pager and consultant fee. (No more than one page)
7. The City of Concord will be unable to provide office space for the CONSULTANT. CONSULTANT’s proposal shall include a plan or description of how the CONSULTANT’s proposed team will be able to complete their assignments without availability of CITY office space and resources. (No more than two pages)
8. Provide additional relevant information that may be helpful in the selection process. (No more than two pages)
9. Provide résumés for at least three, and no more than five, appropriate candidates for each area of expertise. Include in the résumé the individual’s projected availability from July 1, 2015 through June 30, 2017.
10. Provide an updated Standard Form 330.

Each CONSULTANT must provide CITY with four (4) bound copies of the SOQ submittal. Fax or email submittals will **not** be accepted. CONSULTANTS are responsible for effecting delivery no later than **5:00 P.M. on Monday, March 9, 2015**; late submissions will be rejected without opening, consideration, or evaluation, and will be returned unopened to the sender. CITY accepts no responsibility for misdirected or lost SOQ submittals. Postmarks will not be accepted. SOQ submittals shall be submitted in a large envelope and labeled:

City of Concord  
Department of Community and Economic Development - Engineering Services  
1435 Gasoline Alley, Concord, CA 94520  
Attention: Mario C. Camorongán, PE, CFM, QSD

**SECTION 5 - SELECTION CRITERIA**

The proposals will be evaluated using the following criteria:

1. Qualifications and specific experience of individuals – 20%
2. Experience with similar public works and planning projects – 20%
3. Satisfaction of previous clients – 20%
4. Approach to part-time demands – 15%
5. Communication skills – 15%
6. Proximity of office providing staffing – 10%

The CITY may, in its sole discretion, negotiate and award a contract to a particular CONSULTANT if the CITY determines that such CONSULTANT is the only CONSULTANT fully qualified to perform the proposed scope of work, or that such CONSULTANT is clearly more highly qualified than the others under consideration.

**SECTION 6 - SELECTION PROCESS DATES**

CITY currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and CITY reserves the right to modify this schedule as necessary, in its sole discretion.

March 9, 2015: Proposals are due no later than 5:00 P.M., Monday, March 9, 2015.

March 23-27, 2015: Interviews, if required, will be held **during this period.**

April 10, 2015: Firms selected for on-call contracts will be determined, but not formally announced pending City Council award scheduled for June 2015.

April 24, 2015: City and consultants complete contract negotiations.

June 2 and June 9, 2015: On-call contracts awarded by City Council.

Any questions regarding this proposal may be submitted by email only, to the attention of:  
Mario C. Camorongán, PE, CFM, QSD, CIP Manager  
at [mario.camorongán@cityofconcord.org](mailto:mario.camorongán@cityofconcord.org)

**Telephone inquires will not be accepted.**

**SECTION 7 - CONTRACTUAL ISSUES**

A sample contract has been attached to this RFQ for the review of all firms proposing on this contract. Please review carefully all sections and pay special attention to the indemnity portions of

the contract. The CITY does not ordinarily allow modifications to the standard contract when contracting for services from outside firms.

Additionally, Caltrans and CCTA have recently updated their guidelines on invoicing for projects that include Federal funds. These new guidelines impose much stricter requirements on agencies submitting invoices for reimbursement. Though these new guidelines relate directly to the agency, the requirements also affect all CONSULTANT and SUB-CONSULTANT invoices (which are in turn, submitted by the CITY). Any invoices produced by CONSULTANT or submitted on behalf of CONSULTANT on projects that include the use of Federal funds, must adhere to these new guidelines. A sample invoice has been attached to this RFQ for the review of all firms proposing on this contract.

**SAMPLE – MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

1           **THIS AGREEMENT** made and entered into on [*Council date*] by and between the City of Concord  
2 (hereinafter "CITY"), located in the County of Contra Costa, State of California, and [*Consultant name*]  
3 (hereinafter "CONSULTANT"), whose address is [*Consultant address*].

4           **THE PARTIES ENTER THIS AGREEMENT** based upon the following facts, understandings and  
5 intentions:

6           CITY desires to contract with CONSULTANT and CONSULTANT to contract with CITY for  
7 provision by CONSULTANT to CITY for professional services as further described herein, upon the terms and  
8 conditions hereinafter set forth.

9           **NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and promises of the parties  
10 herein contained, the parties hereto agree as follows:

11           1.       SERVICES

12           CONSULTANT shall provide services for specific projects as may be requested by CITY;  
13 such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but  
14 not be limited to:

- 15           ●    [*Areas of services providing*]
- 16           ●    Other as-needed services;

17           CONSULTANT shall be an independent contractor and shall have responsibility for and  
18 control over the details and means of providing its services under this AGREEMENT. CONSULTANT agrees  
19 that its services shall be performed with due diligence and in accordance with generally accepted engineering  
20 practices.

21           CONSULTANT shall use its best efforts to perform and coordinate all activities in a timely  
22 manner so that the projects will be completed according to the established project schedules.

23           2.       AUTHORIZED REPRESENTATIVES

24           Authorized representatives shall represent CITY and CONSULTANT in all matters pertaining  
25 to the services to be ordered by CITY or rendered by CONSULTANT under this Agreement except where  
26 approval for the CITY is specifically required by the City Council. The CITY’S authorized representative shall  
27 be the City Engineer. Said City Engineer is authorized to execute Task Orders on behalf of CITY, including  
28

1 providing for CONSULTANT to be compensated not more than [\$/] for each project. Task Orders providing for  
2 more than [\$/] compensation for one project shall be presented to the City Council for its consideration.

3 CONSULTANT authorized representative shall be *[name and title]*.

4 3. COMPENSATION

5 CONSULTANT shall be compensated, not to exceed [\$/] per fiscal year for basic services  
6 rendered under Section 1, as more particularly described in authorized Task Orders, in accordance with the  
7 terms and conditions included therein.

8 CONSULTANT may submit monthly statements for services rendered; all statements shall  
9 include adequate documentation demonstrating work performed during the billing period and shall conform to  
10 Federal Funding invoicing requirements, if applicable. It is intended that payments to CONSULTANT will be  
11 made by CITY within thirty (30) days of receipt of invoice. Consultant's failure to secure CITY's written  
12 authorization for additional compensation or changes to the Scope of Work shall constitute a waiver of any and  
13 all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum meruit,  
14 or similar relief.

15 4. INDEMNIFICATION

16 CONSULTANT agrees to defend, indemnify and hold harmless the CITY, its officers,  
17 officials, employees, agents and volunteers from and against any and all claims, demands, actions, losses,  
18 damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of the  
19 CONSULTANT's performance under the terms of this Agreement. This indemnification obligation on  
20 CONSULTANT'S part shall not apply to demands, actions, losses, damages, injuries, and liability arising out  
21 of sole negligence or willful misconduct on the part of CITY.

22 5. OWNERSHIP AND MAINTENANCE OF DOCUMENTS

23 All documents furnished by CONSULTANT pursuant to this AGREEMENT are instruments  
24 of CONSULTANT's services in respect to this project. They are not intended nor represented to be suitable for  
25 reuse by others on extensions of this project or on any other project. Any reuse without specific written  
26 verification and adoption by CONSULTANT for the specific purposes intended will be at user's sole risk and  
27 without liability or legal exposure and expenses to CONSULTANT, including attorney's fees arising out of  
28 such unauthorized reuse.

1 CONSULTANT's records, documents, calculations, and all other instruments of service pertaining to  
2 actual project shall be given to CITY at the completion of the project. The CITY reserves the right to specify  
3 the file format that electronic document deliverables are presented to the CITY. Title to all plans,  
4 specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products  
5 compiled by the CONSULTANT under the Agreement shall be vested in the CITY, none of which shall be  
6 used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written  
7 consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or  
8 obtained under the Agreement shall be made available, upon request, to the CITY without restriction or  
9 limitations on their use. CONSULTANT may retain copies of the above-described information but agrees not  
10 to disclose or discuss any information gathered, discussed or generated in any way through this Agreement  
11 without the written permission of CITY during the term of this Agreement, unless required by law.

12 6. STANDARD OF PERFORMANCE

13 CONSULTANT represents to CITY that the services shall be performed in an expeditious  
14 manner, and with the degree of skill and care that is required by current, good, and sound procedures and  
15 practices. CONSULTANT further agrees that the services shall be in conformance with generally accepted  
16 professional standards prevailing at the time work is performed.

17 7. INSURANCE REQUIRED

18 CONSULTANT shall, at its own expense, procure and maintain in full force at all times during  
19 the term of this AGREEMENT the following insurance:

20 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain  
21 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000) combined  
22 single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily injury, personal  
23 injury, and property damage.

24 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability  
25 insurance covering all vehicles used in the performance of this Agreement providing a one million dollar  
26 (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

27 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT shall  
28 maintain professional liability insurance with coverage for all negligent errors, acts or omissions committed by

1 CONSULTANT, its agents and employees in the performance of this Agreement. The amount of this insurance  
2 shall be not less than one million dollars (\$1,000,000) on a claims made annual aggregate basis or a combined  
3 single limit per occurrence basis.

4 **D. Compliance with State Workers' Compensation Requirements.** CONSULTANT  
5 covenants that it will insure itself against liability for Workers' Compensation pursuant to the provisions of  
6 California Labor Code §3700, et seq. CONSULTANT shall, at all times, upon demand of the City, furnish  
7 proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with  
8 the California Labor Code. The insurer shall also agree to waive all rights of subrogation against the CITY, its  
9 officers, officials, employees and volunteers for losses arising from work performed by CONSULTANT for  
10 CITY. This provision shall not apply upon written verification by CONSULTANT that CONSULTANT has  
11 no employees.

12 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain  
13 the following provisions:

14 **(1) Additional Insured.** CITY, its officers, agents, employees, and volunteers are  
15 to be covered as an additional insured as respects: Liability arising out of activities performed by or on behalf  
16 of CONSULTANT and operations of CONSULTANT, premises owned, occupied, or used by CONSULTANT.  
17 The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers,  
18 officials, employees, or volunteers.

19 Except for worker's compensation and professional liability insurance, the policies  
20 mentioned in this subsection shall name CITY as an additional insured and provide for notice of cancellation to  
21 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT receives any  
22 notice of cancellation or nonrenewal from its insurer.

23 **(2) Primary Coverage.** CONSULTANT'S insurance coverage shall be primary  
24 insurance with respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk pooling  
25 arrangement, or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in  
26 excess of CONSULTANT'S insurance and shall not contribute with it.

27 **(3) Reporting Provisions.** Any failure to comply with the reporting provisions of  
28 the policy shall not affect the coverage provided to the CITY, its officers, officials, employees, or volunteers.

1                   **(4) Verification of Coverage.** CONSULTANT shall furnish CITY with  
2 certificates of insurance and the original endorsements effecting coverage required by this Agreement. The  
3 certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer  
4 to bind coverage on its behalf. The aforementioned policies shall be issued by an insurance carrier having a  
5 rating of Best A-7 or better which is satisfactory to the City Attorney and shall be delivered to CITY at the time  
6 of the execution of this Agreement or before work commences. Such policies and certificates shall be in a form  
7 approved by the City Attorney. CITY reserves the right to require complete certified copies of all required  
8 insurance policies at any time.

9                   8.       SUSPENSION OF WORK

10                   CITY may, at any time, by ten (10) days' written notice, suspend further performance by  
11 CONSULTANT. All suspensions shall extend the time schedule for performance in a mutually satisfactory  
12 manner, and CONSULTANT shall be paid for services performed and reimbursable expenses incurred prior to  
13 the suspension date. During the period of suspension, CONSULTANT shall not receive any payment for  
14 services, or expenses, except for reasonable administration expenses, incurred by CONSULTANT by reason of  
15 such suspension.

16                   9.       TERMINATION

17                   CITY may terminate this Agreement for any reason upon ten (10) days written notice to the  
18 other party. CITY may terminate the Agreement upon five (5) days written notice if CONSULTANT breaches  
19 this Agreement. In the event of any termination, CONSULTANT shall promptly deliver to the CITY any and  
20 all finished and unfinished reports or other written, recorded, photographic, or visual materials, documents,  
21 data, and other deliverables ("Work Materials") prepared for the CITY prior to the effective date of such  
22 termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will  
23 pay CONSULTANT for the services performed as of the effective date of the termination.

24                   10.       COMPLIANCE WITH CIVIL RIGHTS

25                   During the performance of this contract, CONSULTANT agrees as follows:

26                   **A. Equal Employment Opportunity.** In connection with the execution of this  
27 AGREEMENT, CONSULTANT shall not discriminate against any employee or applicant for employment  
28 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the

1 following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising;  
2 layoff or termination; rate of pay or other forms of compensation; and selection for training including  
3 apprenticeship.

4 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply with all  
5 federal regulations relative to nondiscrimination in federally assisted programs.

6 **C. Solicitations for Subcontractors including Procurement of Materials and**  
7 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by CONSULTANT for  
8 work to be performed under a subcontract including procurement of materials or leases of equipment, each  
9 potential subcontractor, supplier or lessor shall be notified by CONSULTANT of CONSULTANT'S obligation  
10 under this AGREEMENT and the regulations relative to nondiscrimination on the grounds of race, religion,  
11 color, sex, or national origin.

12 11. CONFLICT OF INTEREST

13 A. CONSULTANT covenants and represents that neither it, nor any officer or principal of  
14 its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the  
15 interests of CITY or which would in any way hinder CONSULTANT's performance of services under this  
16 Agreement. CONSULTANT further covenants that in the performance of the Agreement, no person having  
17 any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express  
18 written consent of the CITY. CONSULTANT agrees to at all times avoid conflicts of interest, or the  
19 appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.

20 B. CONSULTANT is not a designated employee within the meaning of the Political  
21 Reform Act because CONSULTANT:

22 (1) Will conduct research and arrive at conclusions with respect to its rendition of  
23 information, advice, recommendation or counsel independent of the control and direction of the CITY or of any  
24 CITY official, other than normal contract monitoring; and

25 (2) Possesses no authority with respect to any CITY decision beyond the rendition of  
26 information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

27 12. INDEPENDENT CONTRACTOR

28 In assuming and performing the services, CONSULTANT is an independent contractor and

1 shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided  
2 for in the AGREEMENT. All persons, if any, hired by CONSULTANT shall be employees or subcontractors of  
3 CONSULTANT and shall not be construed as employees or agents of the CITY in any respect.  
4 CONSULTANT shall have responsibility for and control over the means of providing services under this  
5 AGREEMENT.

6 13. COMPLIANCE WITH LAWS

7 CONSULTANT shall comply with all applicable federal, State of California, and local laws,  
8 rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the  
9 performance of the services.

10 14. CHOICE OF LAW

11 This Agreement shall be construed and interpreted in accordance with the laws of the State of  
12 California, excluding any choice of law rules which may direct the application of the laws of another  
13 jurisdiction. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such  
14 action shall be held exclusively in a state court in the County of Contra Costa, California.

15 15. NON-WAIVER

16 The waiver by either party of any breach of any term, covenant, or condition contained in the  
17 AGREEMENT, or any default in their performance of any obligations under the AGREEMENT shall not be  
18 deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or  
19 obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

20 16. ENFORCEABILITY; INTERPRETATION

21 In the event that any of the provisions or portions of application of any of the provisions of the  
22 AGREEMENT are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONSULTANT  
23 shall negotiate an equitable adjustment in the provisions of the AGREEMENT with a view toward affecting the  
24 purpose of the AGREEMENT. The illegality or invalidity of any of the provisions or portions of application of  
25 any of the provisions of the AGREEMENT shall not affect the legality or enforceability of the remaining  
26 provisions or portions of application of any of the provisions of the AGREEMENT. This Agreement shall be  
27 interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a  
28 party on the ground that said party was solely or primarily responsible for drafting the language to be

1 interpreted.

2 17. INTEGRATION

3 The AGREEMENT contains the entire AGREEMENT and understanding between the parties  
4 as to the subject matter of this AGREEMENT. It merges and supersedes all prior or contemporaneous  
5 agreements, commitments, representation, writings, and discussions between CONSULTANT and CITY,  
6 whether oral or written.

7 18. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; NO JOINT  
8 VENTURE

9 CITY and CONSULTANT respectively, bind themselves, their successors, assigns, and legal  
10 representatives to the terms and obligations of this Agreement. CONSULTANT shall not assign or transfer any  
11 interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole  
12 discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is  
13 not intended and shall not be construed to create any third party benefit. This Agreement is not intended and  
14 shall not be construed to create a joint venture or partnership between the parties. CONSULTANT, its officers,  
15 employees and agents shall not have any power to bind or commit the CITY to any decision.

16 19. FINANCIAL RECORDS

17 Records of CONSULTANT's direct labor costs, payroll costs, and reimbursable expenses  
18 pertaining to this project covered by this AGREEMENT will be kept on a generally recognized accounting  
19 basis and made available to CITY if and when required.

20 20. NOTICES

21 All notices required hereunder shall be in writing and mailed postage prepaid by Certified or  
22 Registered mail, return receipt requested, or by personal delivery to the CITY's address as shown below, or  
23 such other places as CITY or CONSULTANT may, from time to time, respectively, designate in a written  
24 notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or  
25 upon personal delivery.

26 To CITY

*[name], [title]*  
*[Dept]*  
**City of Concord**  
*[street address]*

Concord, CA 94519

Phone:

Fax:

To CONSULTANT

*[authorized representative & title]*

*[consultant name]*

*[street address]*

*[city, state, zip code]*

Phone:

Fax:

21. TERM

The term of this AGREEMENT shall be from the date executed above through *[term end date]*, with the option of one one-year extension upon mutual agreement by both CITY and CONSULTANT.

The City Manager is authorized to approve the extension.

22. NON-LIABILITY

No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

23. EXECUTION

Each individual or entity executing this Agreement on behalf of CONSULTANT represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT and that such execution is binding upon CONSULTANT.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT in three (3) copies as of the date and year first written above.

**CONSULTANT**

**CITY OF CONCORD**

By: \_\_\_\_\_

By: \_\_\_\_\_

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Name: *[authorized principal]*

Title:

Address:

Telephone:

Name:

Title

Address:

Telephone:

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_, 2015

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: \_\_\_\_\_, 2015

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEARS 2015-16 AND 2016-17 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

THE SUM OF [\$.      Account Code: various .

\_\_\_\_\_  
Finance Director's Signature

Your Letterhead

# SAMPLE TRANSMITTAL LETTER FOR CONSULTANT/CONTRACTOR

Invoice Date: February 4, 2012

Project Name: [Project Name]  
 Contract Number: xxx.xx.xx  
 Internal Invoice Number 123-45  
 Sequential Billing No: 67-8910  
 Calendar Period Covered: January 1-January 31, 2012  
 Invoice No.: 4

[Local Project Administrator]  
 [Sponsor Address]

Dear Mr./Ms XXX:

Submitted herewith is our invoice for work completed during [period work completed] on [Project Name]. During this period, the consultant/contractor has incurred [\$xxx,xxx] in billable costs as documented in the attached invoices. During the period covered by this invoice, we completed work on Tasks 2 and 3. Work on the project is proceeding as scheduled with no budget or schedule issues.

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attachments:  
 Monthly Progress Report  
 Budget Summary Report

\_\_\_\_\_  
 \_\_\_\_\_

## Sample Consultant/Contractor Invoice

Date of invoice: *June 5, 2012*  
 Period covered: *May 1–May 28, 2012*  
 Project: *[project name]*  
 Agreement No: *XXX*  
 Invoice number: *3*  
 Internal nvoice number: *1003960*

<b>Task 1:</b>		<b>Project Management</b>			
Employee	Position	Hours	Rate	Amount	Total
Smith, John	Principal	7.5	90.00	675.00	
Barone, Toni	Project Engineer	16.5	54.00	891.00	
	<b>Total</b>	<b>24</b>			<b>1,566.00</b>
	Overhead		1.6936		2,652.18
	<b>Total (direct + overhead)</b>				<b>4,218.18</b>
	Fee		0.1000		421.82
	<b>Total Labor</b>				<b>4,640.00</b>
<b>Task 2:</b>		<b>PDT Meetings</b>			
Employee	Position	Hours	Rate	Amount	Total
Smith, John	Principal	3	90.00	270.00	
Barone, Toni	Project Engineer	6	54.00	324.00	
Cheung, Sandra	Engineer II	4	39.50	158.00	
	<b>Total direct labor</b>	<b>13</b>			<b>752.00</b>
	Overhead / FAR multiplier		1.6936		1,273.59
	<b>Total (direct + overhead)</b>				<b>2,025.59</b>
	Fee		0.1000		202.56
	<b>Total Labor</b>				<b>2,228.15</b>
<b>Task N:</b>		<b>[task name]</b>			
Employee	Position	Hours	Rate	Amount	Total
Smith, John	Principal	12	90.00	1,080.00	
Barone, Toni	Project Engineer	29	54.00	1,566.00	
Cheung, Sandra	Engineer II	37.5	39.50	1,481.25	
	<b>Total direct labor</b>	<b>78.5</b>			<b>4,127.25</b>
	Overhead / FAR multiplier		1.6936		6,989.91
	<b>Total (direct + overhead)</b>				<b>11,117.16</b>
	Fee		0.1000		1,111.72
	<b>Total Labor</b>				<b>12,228.88</b>

**Reimbursable Expenses**

Employee/Vendor	Expense	Date	Amount	Total
Smith, John	Parking	14-May-12	14.00	
Barone, Toni	Vehicle travel	14-May-12	22.50	
Blueprints and More	Reproduction	7-May-12	1,250.00	
<b>Total</b>				<b>1,286.50</b>

**Subconsultants**

Firm	Amount	Total
ABC Associates	15,500.00	
XYZ, Inc.	9,750.00	
<b>Total</b>		<b>25,250.00</b>
<b>Fee @</b>	<b>0.03</b>	<b>757.50</b>
<b>Total</b>		<b>26,007.50</b>

**GRAND TOTAL**

Labor	19,097.02
Reimbursable Expenses	1,286.50
Subconsultants	26,007.50
<b>Total This Invoice</b>	<b>46,391.02</b>



**Sample Budget Status Summary**

Invoice Number: 1234-5

Billing Period: June 1-June 30, 2010

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
<i>Work Tasks</i>	<i>Amount Budgeted</i>	<i>Previously Invoiced Amount</i>	<i>Current Invoiced Amount</i>	<i>Total Invoiced to Date</i>	<i>Balance Remaining</i>	<i>Percent Expended</i>
Task 1	\$11,500.00	\$11,500.00	\$0.00	\$11,500.00	\$0.00	100%
Task 2	\$36,300.00	\$35,425.00	\$0.00	\$35,425.00	\$875.00	98%
Task 3	\$57,150.00	\$47,800.00	\$3,650.00	\$51,450.00	\$5,700.00	90%
Task 4	\$48,550.00	\$23,500.00	\$3,650.00	\$27,150.00	\$21,400.00	56%
Task 5	\$33,100.00	\$19,750.00	\$0.00	\$19,750.00	\$13,350.00	60%
Task 6	\$26,500.00	\$8,525.00	\$0.00	\$8,525.00	\$17,975.00	32%
Task 7	\$5,200.00	\$0.00	\$0.00	\$0.00	\$5,200.00	0%
Task 8	\$21,200.00	\$0.00	\$0.00	\$0.00	\$21,200.00	0%
Direct Costs	\$10,500.00	\$3,750.00	\$0.00	\$3,750.00	\$6,750.00	36%
<b>Total</b>	<b>\$250,000.00</b>	<b>\$150,250.00</b>	<b>\$7,300.00</b>	<b>\$157,550.00</b>	<b>\$92,450.00</b>	<b>63%</b>

