

City of Placerville  
Request for Qualifications for Engineering, Construction  
Management & Inspection Services On an As-Needed Basis  
December 1, 2015



**REQUEST FOR QUALIFICATIONS  
FOR  
ENGINEERING,  
CONSTRUCTION MANAGEMENT  
& INSPECTION SERVICES  
ON AN AS-NEEDED BASIS**

This statement of qualifications must be received by Rebecca Neves, City Engineer, at the following address by **3:00 p.m. on December 21, 2015.**

City of Placerville  
Development Services Department  
Engineering Division  
3101 Center Street, 3<sup>rd</sup> Floor  
Placerville, CA 95667

**ENGINEERING AND CONSTRUCTION  
MANAGEMENT & INSPECTION SERVICES  
ON AN AS-NEEDED BASIS TO WORK WITH THE CITY OF  
PLACERVILLE, EL DORADO COUNTY, CALIFORNIA**

**INTRODUCTION**

The purpose of this Request for Qualifications (RFQ) is to establish a prequalified short list through our on-call program with up to five (5) firms to meet the City's Construction Management & Inspection needs. Services may be activated on a project-by-project, task-by-task basis, or to provide augmentation of City staff.

**NOTICE IS HEREBY GIVEN:**

That the City of Placerville, Engineering Division will receive submittals from qualified firms for CONSTRUCTION MANAGEMENT & INSPECTION SERVICES as outlined in this RFQ by the date and at the address listed below:

**SUBMITTAL DUE:**

**3:00 P.M., Pacific Time, Friday, December 21, 2015**

**INQUIRIES:**

Submit all inquiries and responses to the Request for Qualifications (RFQ) to:  
Attn: Rebecca Neves, City Engineer  
Development Services Department, Engineering Division  
3101 Center Street, 3<sup>rd</sup> Floor  
Placerville, CA 95667  
(530) 642-5250

**Copy of the RFQ is posted on:**

<http://www.cityofplacerville.org/depts/commdev/engineering/rfp.asp>

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING, CONSTRUCTION  
MANAGEMENT & INSPECTION SERVICES ON AN AS-NEEDED BASIS**

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## **SECTION 1: INTRODUCTION**

### **1.1 Statement of Purpose**

The purpose of this Request for Qualifications (RFQ) is to establish two prequalified short lists through our on-call program separately for Engineering (Part A) and Construction Management & Inspection Services (Part B) with up to five (5) firms for each short list to meet the City's needs in a timely fashion. The City reserves the right to issue other solicitations for such services during the term of the agreement resulting from this solicitation. Typically, services are activated via an accrued hourly rate or negotiated fee on a project-by-project or task-by-task basis, or via a negotiated fee for broad-based services. As the need for services arises, the City will issue an RFP to the firms on the short list, and the most qualified candidate will be selected from the respondents.

### **1.2 Scope of Work**

The Selected Firm(s) shall serve as the City's advocate and representative when designated. The City Engineer or City Project Manager shall oversee and facilitate the selection of a firm with other City agencies or departments. The firm shall assist City staff by providing professional services and expertise to manage projects within the City context and in compliance with the governing codes and regulations applicable to each work effort. The Selected Firm(s) shall provide a complete range of Engineering and Construction Management & Inspection services that are consistent with the City's current and future needs.

#### **1.2.1 Task List**

The following is an overall list of tasks that are intended to be the responsibility of the Selected Firm(s), although specific scopes of work for each project/task may vary based on actual project need. In general, this sequence sets forth the process of project development. Please note that the City may elect to deliver projects using various methods including design-bid-build, design-build (including bridging), multiple prime/trade contracting and performance contracting. Therefore, the task list may vary according to project delivery method. The Selected Firm(s) shall be requested to provide services to support a variety of project delivery methods, based on project needs, and as allowed by applicable laws/regulations.

During each phase listed below, coordination and consultation with other City agencies shall be mandatory. It is expected that multiple agency approval/permits will need to be obtained. DBE requirements will be addressed on a project-by-project basis. The task(s) listed below may be requested by the City from the Consultant.

## **PART A – ENGINEERING SERVICES**

### **I. SCOPE OF SERVICES**

The City of Placerville is seeking is seeking proposals from qualified engineering professionals to provide On-call Engineering Services (design, engineering and/or associated tasks) including Project Management for transportation and utility related projects throughout the City. The selected firm may assist the City with various engineering assignments including but not limited to:

- Prepare research and planning studies including office and field work.
- Prepare environmental and engineering technical reports and perform the related studies and analysis.
- Prepare engineer plans, specifications and/or estimates.

Coordination of some of the work may be required with Caltrans and/or other local and State agencies. It is anticipated that all work will be prepared in accordance with City and/or Caltrans practices, regulations, policies, procedures, manuals, and standards, as appropriate and may include compliance with Federal Highway Administration requirement.

The selected firm may be required to provide on-call services that include but are not limited to the following:

#### **A. PLANNING AND FEASIBILITY STUDIES**

Preparation of documents and studies related to the planning or feasibility of transportation related projects including but not limited to Project Study Reports, Project Reports and funding application or assist with the development of a strategy for any project.

#### **B. PROJECT APPROVALS / GOVERNMENT LIAISON**

Work directly with Caltrans, RCTC, cities, resources agencies, utilities and others to get a project approved. Provide coordination support including get issues resolved and working to get projects approved.

#### **C. ENVIRONMENTAL ISSUES, CLEARANCES AND DOCUMENTS**

Preparation of documents, technical studies, reviewing material, meeting with various agency staff, developing strategies, and briefing staff or other officials.

## **D. PROJECT MANAGEMENT**

Organize and manage complex projects. This includes interfacing with approval agencies, such as Caltrans, getting permits, and overseeing the procurement process.

## **E. ENGINEERING PLANS, CALCULATIONS & REPORTS**

- Development of hydrology reports and drainage analysis.
- Performance of quantity take offs and preparation of engineer estimates and complete bid schedule.
- Preparation of Bid Book, Proposal, and Technical Specifications inclusive of complete measurement and payment clauses
- Preparation of engineered design plans including:
  - Title sheet and location map
  - Key map and line index
  - Typical sections
  - Layouts, profiles and superelevation diagrams
  - Construction details and construction notes
  - Contour grading
  - Drainage Layouts, profiles & details
  - Utility Layouts, profiles & details
  - Signing and Striping
  - Detour layout plans and Construction area sign details
  - Pavement delineation plans
  - Stage construction and traffic handling plan
  - Signal and signal details
  - Soundwall and/or retaining wall
  - NPDES erosion control plans
  - Right-of-Way requirement maps
  - Landscaping Plans
  - Bridge Plans
  - Concrete Retaining Wall Structures
  - Mechanically Stabilized Earth Retaining Walls
  - Soil-Nail Retaining Wall Structures
  - Parking Lots
  - Seismic Retrofit Design
  - Other Engineering Analysis, Plans or Reports as required.

This phase fixes and describes the size and character of the project, including the architectural, structural, civil, mechanical and electrical systems, materials, means and methods, etc. Accountability for budget compliance is crucial. Value engineering, sustainability review and general constructability considerations should take place in

this phase. Logistical issues and collateral impacts that may be precipitated by the project should be identified.

- Conduct value engineering/sustainability review of design development
- Set up and monitor team meetings
- Prepare meeting minutes
- Monitor project budget and schedule; prepare status reports
- Report any deviations to project schedule and/or budget
- Coordinate City and Consultant participants
- Oversee the appropriate activities for the process (i.e. design/bid/build, etc.)
- Assist in Facilitation of the RFI process
- Obtain and record decisions
- Perform design development review
- Obtain approvals of design development
- Develop/obtain documentation of existing conditions
- Evaluate utility agency considerations

## **CONTRACT DOCUMENTS**

During this phase, contract materials are developed that will become the means of administering the construction process and form the basis of the legal and binding requirements, obligations and responsibilities of the City, Contractor and Design Professional. The documents communicate to the Contractor the quantities, qualities and relationships of all work required to construct the project. They will also be the means of obtaining regulatory approvals to proceed with the construction.

- Prepare contract documents or make determination to outsource preparation of contract documents
- Coordinate team meetings
- Monitor project budget and schedule; prepare status reports
- Provide quality controls, coordination checking and constructability review
- Conduct progress and constructability reviews at 30%, 60% and 90%
- Facilitate the RFI process
- Coordinate City participation
- Review Contract Documents
- Obtain agency approvals
- All plans shall be prepared and provided to the City using 2009 AutoCAD Civil 3D software or other City approved software as specified by City staff.

## **PART B – CONSTRUCTION MANAGEMENT & INSPECTION SERVICES**

### **I. SCOPE OF SERVICES**

The proposed scope of work is to provide On-Call Construction Management & Inspection Services to the City of Placerville Engineering Division for transportation and

utility related projects. The selected firm will be required to oversee and manage all construction activities for various types of transportation and utility related projects to support the day-to-day operations of the City staff.

Qualifications must include a range of staffing levels, from Resident Engineers (REs) and Structure Representatives (SRs) to inspectors to a combination of both. Source inspection and landscape architecture services may also be needed.

The minimum requirements for REs/SRs are as follows:

- Registered Civil Engineer in California in good standing.
- Experience working as an RE or SR on Caltrans construction projects or on local agency projects based on Caltrans standards.
- Ability to work and make appropriate decisions independently.
- Ability to manage more than one project at a time.
- For SRs, familiarity with construction of structures and the Caltrans Bridge Construction Records and Procedures Manual.
- Knowledge and Experience with 2010 Caltrans Standard Plans, Specifications, and Special Provisions.
- Experience documenting and managing projects using the Caltrans Construction Manual Guidelines and Requirements.
- Exceptional writing and communication skills.

The selected firm may be required to provide on-call services that include but are not limited to the following:

### **BIDDING/NEGOTIATIONS**

During this phase of procurement strict compliance with the Public Contracts Code and other Federal, State and City regulations is essential to ensure smooth and timely award of contract:

- Market projects and identify interested Contractors and Suppliers to maximize competitive bidding
- Finalize Bid Invitation Notice
- Schedule pre-bid walk through with appropriate City agencies and representatives
- Set date for advertising/bid opening
- Coordinate document printing and distribution
- Track plan holders by maintaining the plan holders list
- Administer pre-bid walk through
- Facilitate RFI/Addendum process
- Review bid proposals for completeness and conformance
- Complete bid tabulation sheet including bid alternates

- Determine lowest, responsible bidder
- As directed, issue Notice of Award

## **CONSTRUCTION MANAGEMENT SERVICES**

- Bid Review
- Claims Management
- Claims Mitigation
- Constructability Review
- Construction Claims Analysis
- Construction Engineering
- Construction Inspection
- Construction Management
- Construction Quality Control
- Construction Staff Augmentation
- Construction Surveying
- Contract Review Cost Estimating
- Existing Condition Survey
- Litigation Support
- Onsite Testing
- Program Management
- Project Control
- Project Management
- Public Relations
- Safety Review and Training
- Scheduling
- Site Inspection
- Systems Inspection
- Value Engineering

Provide other transportation related professional services as required.

## **CONSTRUCTION ADMINISTRATION**

During this phase, overseeing of the construction process requires timely response to requests for information, approvals of submittals, and careful monitoring of the schedule and budget. Decision making on the part of the Owner requires presentation of information and alternatives.

- Setup project manual/information tracking systems
- Administer the Pre-construction Conference
- Set project start date and completion date

- Review project schedule and budget
- Coordinate with the contractor, City staff and other City operations
- Attend weekly job site meetings
- Record/publish/distribute meeting minutes
- Attend weekly work group meetings
- Identify and facilitate bidding of long-lead materials and equipment for early purchasing
- Manage photographic record for the project
- Report project progress/issues requiring City resolution
- Report cost and schedule impacts
- Prepare cost estimates to verify change order claims
- Process RFIs, Bulletins, RFP, prepare change orders
- Manage processing of submittals/review submittals/shop drawings
- Manage processing of substitution requests/review substitutions
- Maintain and ensure that Project Record Documents are being updated
- Monitor project schedule
- Manage project SWPPP program -- including QSP and/or QSD duties -- as outlined in the State of California State Water Resources Control Board Storm Water General Permit Order No. 2009-0009-DWQ
- Monitor project budget
- Project labor compliance and monitoring to comply with project funding requirements
- Documentation of preconstruction conditions
- Perform field inspection as required
- Coordinate field testing services
- Coordinate inspections with other regulatory agencies
- Review and process progress payments/pay requests
- Coordinate systems testing programs
- Administer close-out process
- Assemble operating manuals and warranties
- Review certified payroll verification
- Assist in claims analysis and dispute resolution
- Coordinate and consolidate final inspections and punch lists for completion
- Prepare Notice of Completion

## **POST CONSTRUCTION**

The purpose of this phase is to evaluate the performance of the project. This phase also affords the opportunity to review processes and procedures, as well as consultant and contractor performance. This helps evaluate product performance, and construction/installation details.

- Facilitate start-up and move-in activities
- Participate in management of warranty work
- Perform consultant evaluation
- Perform contractor evaluation
- Document final project costs/cost evaluation
- Perform product specification evaluation
- Perform General Conditions/General Requirements review
- Develop and administer/update data base for future project reference
- Coordinate commissioning activities/work with the architect/engineer, owner and contractor

## **OTHER SERVICES**

Document project organization and procedures at project start-up to provide continuity between project phases

- Identify value engineering and life-cycle cost study areas and perform studies or cause studies to be performed.
- Monitor the marketplace and report on escalation and other changes
- Manage testing agencies
- Recommend changes in work that will save time/money or improve quality
- Assist in close-out of design and construction contracts

## **ON-CALL LIST DURATION**

The initial on-call list term will be for three (3) years with a possibility of two one (1) year annual extensions.

## **POTENTIAL PROJECTS**

The City of Placerville foresees the possibility of the following projects going to construction during the term of this on-call list that “**MAY**” require professional services:

- Western Placerville Interchanges, Phase 1B
- Western Placerville Interchanges, Phase 2 and EDCTA Park & Ride Lot
- Madrone and Giovanni Lift Station Construction
- Pardi Way/Big Cut Road/Sacramento Street Waterline Replacement Project
- Broadway Crosswalks Project
- Clay Street Bridge Replacement Project
- Placerville Station II Park & Ride Facility and Mosquito Road Waterline Replacement and Overlay

## **RFQ TIMELINE**

The following is our proposed timeline for the Construction Management & Inspection Services RFQ:

- RFQ Solicitation 12/1/2015
- RFQ Q&A Deadline 12/21/2015
- RFQ Review and Evaluation 12/22/2015 - 12/30/2015
- Firm Interviews (*if required*) 1/6/2016
- City Council approval of on-call services Short List 1/26/2016

## **SUBMITTAL DEADLINE**

Statement of Qualifications shall be submitted no later than the Deadline time and date detailed on page 2. Firms shall respond to the written RFQ and any exhibits, attachments, or amendments. A Responding Firm's failure to submit a Statement of Qualifications as required before the deadline shall cause the submittal to be disqualified.

Responding Firms assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the submittal by the City. Late submittals shall not be accepted nor shall additional time be granted to any Responding Firm

Submittals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

## SECTION 2: GENERAL REQUIREMENTS AND INFORMATION

### 2.1 RFQ Coordinator

The City Engineer shall be the main point of contact for this RFQ.

Attn: Rebecca Neves, City Engineer

Development Services Department, Engineering Division

3101 Center Street, Placerville, CA 95667

Office: (530) 642-5250 Fax: (530) 642-5568

Email: [rneves@cityofplacerville.org](mailto:rneves@cityofplacerville.org)

### 2.2 Required Review and Waiver of Objections by Responding Firms

Responding Firms should carefully review this RFQ and all attachments, including but not limited to the *Agreement for Engineering Services*, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFQ objections must be made in writing and received by the City no later than COB December 16, 2015 (Deadline for Written Comments). Questions can be faxed to number listed above or emailed to [rneves@cityofplacerville.org](mailto:rneves@cityofplacerville.org). This will allow issuance of any necessary amendments and help prevent the opening of defective submittals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Comments.

### 2.3 Statement of Qualifications Submittal

2.3.1 Respondents shall respond to this RFQ with a Statement of Qualifications (SOQ). One (1) original and four (4) copies of the SOQ shall be submitted to the City in a sealed package and be clearly marked:

***“Statement of Qualifications in Response to:***

***ENGINEERING, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES RFQ”***

2.3.2 All SOQ's must be submitted to address and contact information provided in Section 2.1 by the date and time identified as the Deadline for Submitting the Proposal on page 2. Firms may clarify and submit qualifications individually for Part A and Part B or combined under one proposal, with each part separated by tabs.

#### **2.4 Submittal Preparation, Interview and Negotiation Costs**

The City shall not be responsible for and/or shall not pay any costs associated with the preparation, submittal, or presentation of any Statement of Qualifications, and costs incurred by the Responding Firms during the interview and negotiations phase of the solicitation process.

#### **2.5 Statement of Qualifications Withdrawal**

To withdraw an SOQ, the Responding Firm must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted SOQ, the Responding Firm may submit another SOQ at any time up to the deadline for submitting SOQ's.

#### **2.6 Statement of Qualifications Amendment**

The City shall not accept any amendments, revisions, or alterations to Statement of Qualifications after the deadline for SOQ submittal unless such is formally requested, in writing, by the City.

#### **2.7 Statement of Qualifications Errors**

Responding Firms are liable for all errors or omissions contained in their Statement of Qualifications. Responding Firms shall not be allowed to alter SOQ documents after the deadline for submitting a Statement of Qualifications.

#### **2.8 Incorrect Statement of Qualifications Information**

If the City determines that a Responding Firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Responding Firm knew or should have known was materially incorrect, that submittal shall be determined non-responsive, and the Statement of Qualifications shall be rejected.

#### **2.9 Prohibition of Respondent Terms and Conditions**

A Responding Firm may not submit the Firm's own contract terms and conditions in a response to this RFQ. If a submittal contains such terms and conditions, the City, at its sole discretion, may determine the submittal to be a non-responsive counteroffer, and the SOQ may be rejected unless the proposed terms are in accordance with Section 4.2.1.7 below.

## **2.10 Assignment and Subcontracting**

**2.10.1** The Selected Firm(s) may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each sub-contractor/sub-consultant must be approved in writing by the City. The substitution of one sub-contractor/sub-consultant for another may be made only at the discretion of the City and with prior, written approval from the City.

**2.10.2** Notwithstanding the use of approved sub-contractor/sub-consultant, the Selected Firm(s), if awarded a contract resulting from this RFQ, shall be the prime contractor and shall be responsible for all work performed.

## **2.11 Right to Refuse Personnel and Other Services**

The City reserves the right to refuse, at its sole discretion, any sub-contractors/sub-consultants or any personnel provided by the prime contractor or its subcontractors/sub-consultants.

At any point, if the City of Placerville determines the project is not progressing in an acceptable manner (e.g., insufficient or unacceptable deliverables or interactions with City staff, lack of sufficient cost control, failure to comply with mutually accepted schedule, etc.), the City of Placerville has the right to request a new Construction Manager or Inspector or terminate the project contract with the firm. The City may also request that the prime consultant terminate or take other actions to satisfy City concerns with sub-consultant performance. Failure to accomplish sufficient sub-consultant improvement may also be grounds to terminate the prime consultant's project contract. Upon providing a twenty four (24) hour notice, the City of Placerville reserves the right to cancel any project at any phase or at any point in any phase. In the event of a project contract termination, the City will pay the Construction Management and Inspection Firm only for costs incurred through the date of the last service or deliverable accepted by the City.

The City of Placerville's agreement with any firm shall not be considered exclusive, and the City of Placerville may elect to procure alternate services for any designated project.

## **2.12 Proposal of Alternate Services**

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFQ) may be considered non-responsive and rejected.

### **2.13 Proposal of Additional Services**

If a Responding Firm indicates the capability and offers services in addition to those required by and described in this RFQ, these additional services may be added to the contract before contract signing at the sole discretion of the City. The cost for any such additional services shall be mutually agreed upon by the Selected Firm(s) and the City, and incorporated into the contract before contract signing.

### **2.14 Insurance**

The apparent successful Responding Firm(s) may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the City may, at its sole discretion, require the apparent successful Responding Firm to provide proof of adequate professional liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the City shall be in form and substance acceptable to the City.

### **2.15 Licensure**

Before a contract resulting from this RFQ is signed, the Selected Firm(s) must hold all necessary, applicable business and professional licenses. The City may require any or all Responding Firms to submit evidence of proper licensure.

### **2.16 Conflict of Interest and Submittal Restrictions**

By submitting a Statement of Qualifications, the Responding Firm certifies that no amount shall be paid directly or indirectly to an employee or official of the City of Placerville as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the procurement under this RFQ.

### **2.17 RFQ Amendment and Cancellation**

The City reserves the unilateral right to amend this RFQ in writing at any time. The City also reserves the right to cancel or reissue the RFQ at its sole discretion. The City shall post copies of RFQ and amendments on the webpage under <http://www.cityofplacerville.org/depts/commdev/engineering/rfp.asp> and it shall be the responsibility of the responding firm to monitor the posting of written responses. Respondents shall respond to the final written RFQ and any exhibits, attachments, and amendments.

## **2.18 Right of Rejection**

**2.18.1** The City reserves the right, at its sole discretion, to reject any and all Statement of Qualifications or to cancel this RFQ in its entirety.

**2.18.2** Any submittal received which does not meet the requirements of this RFQ may be considered to be non-responsive, and the Statement of Qualifications may be rejected. Responding Firms must comply with all of the terms of this RFQ and all applicable State and City laws and regulations. The City may reject any SOQ that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

**2.18.3** Responding Firms may not restrict the rights of the City or otherwise qualify their submittals. If a Responding Firm does so, the City may determine the submittal to be a non-responsive counteroffer, and the SOQ may be rejected.

**2.18.4** The City reserves the right, at its sole discretion, to waive variances in submittals provided such action is in the best interest of the City. Where the City waives variances in submittals, such waiver does not modify the RFQ requirements or excuse the Responding Firm from full compliance with the RFQ. Notwithstanding any variance, the City may hold any Responding Firm to strict compliance with the RFQ.

## **2.19 Disclosure of Submittal Contents**

All SOQ's and other materials submitted in response to this RFQ procurement process become the property of the City. Selection or rejection of a submittal does not affect this right. All SOQ information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by the approval of an on-call list of Construction Management and Inspection consultants to provide services as a result of this RFQ by the City Council, the SOQ's and associated materials shall be open for review by the public to the extent allowed by the *California Public Records Act*. By submitting an SOQ, the Responding Firm acknowledges and accepts that the contents of the submittal and associated documents shall become open to public inspection.

## **2.20 Proprietary Information**

The master copy of each SOQ shall be retained for official files and will become public record after the award of a contract unless the SOQ or specific parts of the SOQ can be shown to be exempt by law. Each responding firm may clearly label part of a submittal as "CONFIDENTIAL" if the Responding Firm thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of all claims for damages

caused by any release of the information. If a public records request for labeled information is received by the City, the City will notify the Responding Firm of the request and delay access to the material until seven (7) working days after notification to the Responding Firm. Within that time delay, it will be the duty of the Responding Firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

## **2.21 Severability**

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the City and Responding Firms shall be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

## **SECTION 3: SPECIAL REQUIREMENTS**

### **3.1 Joint Ventures and Partnering**

Submittals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the City as a result of the participation of multiple entities.

**3.1.1** The submittal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract as a result of this RFQ.

**3.1.2** The submittal must include a copy of the joint venture or partnering agreements that identify the Principals involved, as well as, their rights and responsibilities regarding a contract as a result of this RFQ.

**3.1.3** The SOQ transmittal letter must be signed by each Principal of the joint venture and include all required information.

### **3.2 Location and Work Space**

As mutually determined by the City and the Selected Firm(s), the City may provide work-space for representatives of the Selected Firm(s), may require that the Construction Contractor provide work space for representatives of the Selected Firm(s) at the Project site or may allow representative of the Selected Firm(s) to work from another location such as the Selected Firm's office. All work performed on the City's premises shall be completed during the City's standard business hours of operations to include City recognized holidays and/or work furloughs if applicable, or at times mutually agreed upon between the City and the Selected Firm(s).

## **SECTION 4: STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT**

### **4.1 General Statement of Qualifications Requirements**

**4.1.1** The City discourages lengthy and costly submittals. SOQ's should be prepared simply and economically and provide a straightforward, concise description of the Responding Firm's capabilities to satisfy the requirements of this RFQ. Emphasis should be on conformity to the City's instructions, requirements of this RFQ, and completeness and clarity of content.

**4.1.2** Responding Firms must follow all formats and address all portions of the RFQ set forth herein providing all information requested. Responding Firms may retype or duplicate any portion of this RFQ for use in responding to the RFQ, provided that the Statement of Qualifications clearly addresses all of the City's information requirements.

**4.1.3** Responding Firms must respond to every subsection under the SOQ and Fee Schedule sections below. Responding Firms must label each response to RFQ requirements with the section and subsection numbers associated with the subject requirement in this RFQ and identified parts (e.g., the response to the third requirement of the SOQ Transmittal Letter would be labeled 4.2.1.3). Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the submittal. SOQ's must **not** contain extraneous information. All information presented in an SOQ must be relevant in response to a requirement of this RFQ, must be clearly labeled, and, if not incorporated into the body of the SOQ itself, must be referenced to and from the appropriate place within the body of the SOQ. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

**4.1.4** Submittals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All submittal pages must be numbered, two-sided printing is allowed. SOQ's shall be limited to a total of fifty (50) pages and will not include unnecessary company advertisement material.

### **4.2 Statement of Qualifications**

The SOQ shall be divided into the following sections:

1. SOQ Transmittal Letter and identification of part(s) included in the SOQ.

2. Mandatory Responding Firm's Qualifications
3. General Responding Firm's Qualifications and Experience
4. Technical Project Approach
5. Fee Schedule

If an SOQ fails to detail and address each of the requirements detailed herein, the City may determine the submittal to be non-responsive and reject it.

#### **4.2.1 Statement of Qualifications Transmittal Letter**

The SOQ must provide a written transmittal and offer of the Responding Firm in the form of a standard business letter. The SOQ Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each SOQ must meet the SOQ Transmittal Letter requirements and provide all required documentation. An SOQ Transmittal Letter is mandatory and failure to provide the information as required may result in the submittal being considered non-responsive and rejected.

**4.2.1.1** The letter shall be signed by a company officer empowered to bind the Responding Firm to the provisions of this RFQ and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

**4.2.1.2** The letter shall state that the SOQ remains valid for at least ninety (90) working days subsequent to the submittal due date and thereafter in accordance with any resulting contract between the Responding Firm and the City.

**4.2.1.3** The letter shall provide the complete name of the individual or the firm making the Statement of Qualifications.

**4.2.1.4** The letter shall provide the name, mailing address, and telephone number of the person the City should contact regarding the SOQ.

**4.2.1.5** The letter shall state whether the Responding Firm intends to use subcontractors. If so, clearly identify the names of the sub-contractors/sub-consultants along with complete mailing addresses and the scope and portions of the work the sub-contractors / sub-consultants shall perform. (NOTE: The Selected Firm(s) must obtain written approval from the City prior to the use of any sub-contractors/sub-consultants).

**4.2.1.6** The letter shall state whether the Responding Firm or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the City) and, if so, the nature of that conflict. The City reserves the right to cancel an

award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the City.

**4.2.1.7** The letter shall also include a statement of acknowledgement that the City's Standard Contract (Section 9) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the Contract are noted, then the City will assume that the Responding Firm is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.

**4.2.2** Mandatory Respondent Qualifications. SOQ's shall provide responses and documentation, as required that indicate that the Responding Firm has met the Mandatory Respondent Qualifications requirements. Any SOQ which does not meet the mandatory requirements and provide all required documentation may be considered non-responsive, and the submittal may be rejected.

SOQ's shall provide the following information (referencing the subsections in sequence):

**4.2.2.1** Written confirmation that the Responding Firm shall comply with all of the provisions in this RFQ and shall accept all terms and conditions set out in the *Standard Contract* in Attachment 9.1 of this RFQ unless otherwise noted in Section 4.2.1.7. (NOTE: If the Statement of Qualifications fails to provide said confirmation without exception or qualification, the City, at its sole discretion, may determine the SOQ to be a non-responsive counteroffer, and the SOQ may be rejected).

#### **4.2.3 General Qualifications and Experience**

SOQ's shall provide the following information (referencing the subsections in sequence) to evidence the Responding Firm's experience in delivering services similar to those required by this RFQ:

**4.2.3.1** A brief description of the Responding Firm's background and organizational history

**4.2.3.2** Years in business

**4.2.3.3** A brief statement of how long the Responding Firm has been performing the services required by this RFQ

**4.2.3.4** Location of office(s) with clear identification of the office(s) from which services will be performed

**4.2.3.5** A description of the Responding Firm's number of employees, longevity, client base

**4.2.3.6** Whether there have been any mergers, acquisitions, or sales of the Responding Firm's company within the last three (3) years (if so, an explanation providing relevant details)

**4.2.3.7** Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, Limited Liability Company, et cetera)

**4.2.3.8** A statement as to whether the Responding Firm or any of the Responding Firm's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details

**4.2.3.9** A statement as to whether there is any pending litigation against the Responding Firm; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Responding Firm's performance in a contract under this RFQ

**4.2.3.10** A statement as to whether, in the last ten years, the Responding Firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details

**4.2.3.11** A list, if any, of all current contractual relationships with the City and all those completed within the previous five (5) year period

(NOTE: Current or prior contracts with the City are NOT a prerequisite to being awarded the maximum available points for the Responding Firm's Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding the Responding Firm Qualifications and Experience category points)

**4.2.3.12** A brief, descriptive statement indicating the Responding Firm's credentials to deliver the services sought under this RFQ

**4.2.3.13** Describe in detail a maximum of ten (10) public sector or similar projects completed in the last five (5) years that demonstrates the following:

- Experience managing public sector contract codes, building codes or administrative regulations
- Experience with type of construction / building materials
- Experience managing construction and post construction phases of similar projects
- Experience with public sector projects using a variety of project delivery methods
- Experience performing tasks listed in Section 1.2.1 of the RFQ

Limit: Two projects per page

**4.2.3.14** Describe in detail, work that the Responding Firm has directly performed on a maximum of four (4) projects that shows:

- A demonstrated ability to meet internal and project deadlines, major milestone and overall project schedule, including Critical Path Analysis, identifying specific forecast and recovery tools/methods used to maintain schedules
- A demonstrated ability to manage projects within the stipulated project budget, including forecast and recovery tools/methods used to maintain budget
- A demonstrated ability to responsibly maintain an up-to-date project budget model during the construction phases
- A demonstrated ability to evaluate the construction Contractor's CPM project schedule in the context of cost and schedule change requests
- A demonstrated ability to produce, maintain, monitor and/or evaluate cost-loaded schedules

Limit: One page per project.

**4.2.3.15** Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractor/sub-consultant, if sub-contractor/sub-consultant are proposed

**4.2.3.16** An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFQ and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFQ

**4.2.3.17** A narrative description of the proposed project team, its members and organizational structure; identify the primary contact person who will lead the day-to-day work effort and serve as the primary contact to the City on a day-to-day basis

**4.2.3.18** A personnel roster and resumes of key people who shall be assigned by the Responding Firm and its sub-contractor/sub-consultant to perform duties or services under the contract. Resumes shall detail each individual's title, education, current position with the Responding Firm or sub-contractor/sub-consultant. Include the anticipated percentage of time (in full time equivalents) that each will be available to work during the term of the contract. Identify the duration of employment with the Responding Firm and other firms for each person listed. Describe the relevant experience and education, professional licenses and demonstrated accomplishments of these key staff members.

**4.2.4** Describe the operational or organizational approach to fulfilling the scope of work/contract intent (including working knowledge – include software version -- of Windows-based software, AutoCAD, Project Inspection and Construction Management software (identify specific software and version), scheduling/estimating software (identify specific software and version), presentation software and other software applications, and state how this model will coordinate with the City's Project Management Organization without duplicating efforts or omitting required services to create successful projects delivered on time and within budget.

- Include organizational charts, showing all positions and relationships, the Firm has staffed in current/previous projects
- Responding Firm must provide a comprehensive narrative on how to accomplish required objectives and provide continuity on work efforts

#### **4.2.5 Construction Management Plan**

The Consultant shall be required to have a written Construction Management Plan or set of procedures that its engineers/inspectors use to provide construction management and quality assurance services. These procedures should identify the entire construction management plan through all phases of project start-up and continue through to project closeout.

## SECTION 5: FEE SCHEDULE

### 5.1 Rate Schedule

A rate schedule (one copy) for Professional Services must be submitted in a ***Separately Sealed Envelope marked "Cost Proposal"*** and will be the basis for which the work awarded through project contract agreements issued through the on-call program will be compensated. The rates quoted will *remain in effect* for the duration of the contract agreement unless approved by the City. Rates shall be included for all employment categories necessary to perform the work outlined in this RFQ in accordance with applicable State of California Industrial Labor Rate Standards. **Failure to provide a fee schedule in a separately sealed envelope can be grounds for the City, at its sole discretion, to determine the submittal to be non-responsive and the statement of qualifications may be rejected.** The rate schedule will NOT be reviewed during the evaluation process. It will become part of the Responding Firm's official response and referred to in the on-call contract agreement.

**5.1.1** The Responding Firm shall provide the following information -- Provide a Standard Rates Schedule for the Responding Firm and proposed sub-contractors/sub-consultants, including hourly rates for each position (correlating job title with the position for hourly rates listed), and reimbursable expenses. The fee schedule must include current, fully burdened rates for labor and materials, as well as applicable cost escalation factors that are anticipated during the On-Call period.

**5.1.2** It is the City's intent to negotiate a fixed fee "not to exceed" Contract for mutually agreed upon services. The City of Placerville intends to negotiate each project agreement separately, based on the project's scope of work and availability of consultant resources. Each firm will bill on a time and materials basis not to exceed the negotiated fee for each specific project agreement.

**SECTION 6: EVALUATION, CONSULTANT SELECTION AND CONTRACT AWARD**

**6.1 Statement of Qualifications Evaluation Categories and Maximum Points**

Each part shall be evaluated using the criteria outlined below. The categories that shall be considered in the evaluation of SOQ’s are Qualifications and Experience, Technical Project Approach, and Competitiveness of Fee Schedule. The maximum points that shall be awarded for each of these categories are:

<b>CATEGORIES</b>	<b>MAXIMUM POINTS POSSIBLE</b>
General Qualifications and Experience	75
Organizational Suitability	25
Oral interviews (if necessary)	50

**6.2 Statement of Qualifications Evaluation Process**

**6.2.1** The evaluation process is designed to establish an on-call list of prequalified Firms with the best combination of attributes based upon the evaluation criteria. Selection will be made based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required as outlined in this RFQ.

**6.2.2** The RFQ Coordinator shall manage the SOQ evaluation process and maintain SOQ evaluation records. The Evaluation Team members shall be responsible for evaluating SOQ’s.

**6.2.3** All submittals shall be reviewed by the RFQ Coordinator to determine compliance with basic submittal requirements as specified in this RFQ. If the RFQ Coordinator determines that a submittal may be missing one or more such requirements, the Evaluation Team or City Counsel shall review the submittal to determine:

- If it meets requirements for further evaluation
- If the City shall request clarification(s) or correction(s)
- If the City shall determine the submittal non-responsive and reject it

**6.2.4** The Evaluation Team shall evaluate responsive SOQ's. Each evaluator shall score the General Respondents Qualifications and Experience section and the Technical Project Approach section of each SOQ. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFQ. Each evaluator shall use only whole numbers for scoring Statement of Qualifications. (Refer to Attachment 9.2, SOQ and Interview Evaluation Format).

**6.2.5** The City reserves the right, at its sole discretion, to request clarifications of SOQ's or to conduct discussions for the purpose of clarification with any or all Responding Firms. The purpose of any such discussions shall be to ensure full understanding of the SOQ. Discussions shall be limited to specific sections of the SOQ identified by the City and, if held, shall be after initial evaluation of the SOQ. If clarifications are made as a result of such discussion, the Responding Firm shall put such clarifications in writing.

**6.2.6** Upon completion of SOQ evaluation scoring by the Evaluation Team, the RFQ Coordinator shall calculate the average SOQ score for each SOQ.

**6.2.7** The top rated firms with the highest score from the SOQ evaluation scoring may be interviewed and rated. The City reserves the right, at its sole discretion to request interviews. If interviews are deemed necessary they will occur on January 6, 2016, up to the top five firms may be interviewed. The final number of firms interviewed will be made by City staff. The interviews will be limited to an hour and fifteen minutes – to include oral panel questions and company presentations. Time slots for the interviews will be assigned by City staff. Consideration will be given to agencies with significant driving time requirements. The interviews will be held at the City of Placerville City Hall, 3<sup>rd</sup> Floor Conference Room.

The interview should be led by the individual identified by the Responding Firm who will be the primary contact with the City on a day-to-day basis and if possible members of the proposed team. We DO NOT want to interview your company marketing staff.

**6.2.8** The same evaluation criteria used for the SOQ evaluation process will be used to rate the firms during the interviews. At the end of the interview process, the Evaluation Panel will re-rank the firms to determine the best evaluated Firms.

### **6.3 Contract Award Process**

**6.3.1** To establish the on-call list, the RFQ Coordinator along with the Evaluation Panel, shall identify the best evaluated Firms, and contact the selected Firms to establish a short list for future contract negotiations.

**6.3.2** As the need for consultant services arises, the City will issue an RFP to the firms on the short list. Respondents will be ranked according to their qualifications and technical skills.

**6.3.3** The cost proposal for the top firm will be considered, and if considered reasonable, a contract will be negotiated between the City and Consultant.

**6.3.4** The RFQ Coordinator will schedule an agenda item with the City Council at the earliest opportunity to present the contract agreement with the selected Firm for the requirement outlined in the RFP for the Council to review and approve the contract. The contract agreement will be effective the date of the Council action to approve the contract.

**6.3.5** The RFQ/RFP files shall be made available for public inspection immediately following contract approval.

## **SECTION 7: STANDARD CONTRACT INFORMATION**

### **7.1 Contract Approval**

The RFQ and the Consultant selection processes do **not** obligate the City and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated Responding Firm or any potential consultant or sub-contractor/sub-consultants. The Contract Agreement (“Contract”) award and City obligations pursuant thereto shall commence **only** after the contract is signed by the authorized representative of the Selected Firm(s) and the City Manager as approved by the City Council and required by City ordinances and regulations to establish a legally binding contract.

### **7.2 Contract Payments**

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved. Under no conditions shall the City be liable for payment of any type associated with the contract or responsible for any work done by the Consultant, even work done in good faith and even if the Consultant is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by City Council.

### **7.3 RFQ and Proposal Incorporated into Project Specific Contracts**

This RFQ and the successful proposals emanating from the RFQ negotiation process shall be incorporated into project specific contracts.

### **7.4 Contract Monitoring**

The Selected Firm(s) shall be responsible for the completion of all work set out in the approved project specific contract(s). All work is subject to inspection, evaluation, and acceptance by the City. The City may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the City may inspect those areas of the Selected Firm's place of business that are related to the performance of the contract. If the City requires such an inspection, the Selected Firm(s) shall provide reasonable access and assistance.

## **SECTION 8: LOCAL VENDOR AND SERVICE PROVIDER PREFERENCE**

### **SECTION 8: LOCAL BENEFIT**

The responder is requested to provide with their proposal or bid, a description of any and all local benefit they would bring to the project. For example, local benefit may include but is not limited to local vendors, suppliers, labor or subcontractors used in support of the project as well as fees or taxes paid to the City. To the extent practical, the local benefit described with the firm's proposal should be measurable. At the end of each project awarded under the on-call program, the successful firm will be required to provide a report detailing the measures taken to enhance the local benefit of this project and whether or not stated goals were met.

For purposes of this section, a local vendor or service provider is one located within the City limits and in possession of a Placerville business license.

**This section does not apply to Public Works Contracts awarded under the Public Contracts Code.**

## **SECTION 9: AGREEMENT FOR ENGINEERING SERVICES**

The City of Placerville *Agreement for Engineering Services* (provided on the following page) contains highlighted items that shall be replaced with appropriate information in the final contract.

## **AGREEMENT FOR ENGINEERING SERVICES**

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THIS AGREEMENT made and entered by and between the City of Placerville, a political subdivision of the State of California (hereinafter referred to as “City”) and **SOME ENGINEERING FIRM.**, a company duly qualified to conduct business in the State of California, whose principal place of business is **ABC Some Street, Somewhere, CA 12345**, (hereinafter referred to as "Consultant");

### **W I T N E S S E T H**

**WHEREAS**, City has determined that it is necessary to obtain a Consultant to provide engineering service for engineering design services and bid document preparation for the Clay Street Realignment and Bridge Replacement Project (CIP #40617).

**WHEREAS**, Consultant has represented to City that it is specially trained, experienced, expert, and competent to perform the special services required hereunder and City has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws.

**NOW, THEREFORE**, City and Consultant mutually agree as follows:

### **ARTICLE I – SCOPE OF SERVICES**

Consultant agrees to provide engineering design services to City as described in Exhibit ‘A’ incorporated herein and made by reference a part hereof.

### **ARTICLE II – TERM**

- A. This contract shall go into effect when fully executed by both parties and Consultant shall commence work after notification to proceed by the City’s Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. Consultant is advised that any recommendation for contract award is not binding on the City until the contract is fully executed and approved by the City.

This Agreement may be extended if mutually agreed by both parties hereto, in writing not less than thirty (30) days prior to the expiration of this Agreement.

### ARTICLE III – COMPENSATION FOR SERVICES

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. the City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant’s Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds the City’s approved overhead rate set forth in the Cost Proposal identified in Exhibit ‘B’. In the event, that the City determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by the City shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, the City will pay Consultant a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant’s fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the City shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the City’s Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the City including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of Consultant’s work. Invoices shall be mailed to the City’s Contract Administrator at the following address:  

City of Placerville  
Attn: Rebecca Neves  
3101 Center St.  
Placerville, CA 95667
- H. The total amount payable by the City including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the City’s Contract Administrator.

- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- K. All subcontracts in excess of \$25,000 shall contain the above provisions.
- L. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- M. The City shall hold 5% retainage from the prime Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to the prime Consultant based on these acceptances. The prime Consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultant and subconsultants.

**ARTICLE IV – CHANGES TO AGREEMENT**

- A. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.
- B. There shall be no change in the Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, Exhibit 'B,' without prior written approval by the City's Contract Administrator.

**ARTICLE V – CONSULTANT TO CITY**

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from City and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to the City and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to the City during term hereof.

**ARTICLE VI – SUBCONTRACTING**

Consultant is engaged by City for its unique qualifications and skills as well as those of its personnel.

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between the City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of

them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from the City's obligation to make payments to the Consultant.

- B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Exhibit 'B'.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by the City.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by the City's Contract Administrator prior to the start of work by the subconsultant(s).

## **ARTICLE VII – INDEPENDENT CONSULTANT/LIABILITY**

Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement.

Consultant exclusively assumes responsibility for acts of its employees, associates and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. City shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

## **ARTICLE VIII – PREVAILING WAGE**

- A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

## **ARTICLE IX – RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other

matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

#### **ARTICLE X – AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the City will excuse Consultant from full and timely performance, in accordance with the terms of this contract.
- D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the City's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### **ARTICLE XI – DEFAULT, TERMINATION AND CANCELLATION**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure),

then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice.

1. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.
  2. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
- B. Bankruptcy: This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: City may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: City may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by City for any reason. If such prior termination is effected, City will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which City may agree to in writing as necessary for contract resolution. In no event, however, shall City be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, City reserves the right to take over and complete the work by contract or by any other means.

## **ARTICLE XII – NOTICE TO PARTIES**

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to City shall be in duplicate and addressed as follows:

CITY OF PLACERVILLE

DEVELOPMENT SERVICES DEPARTMENT

3101 CENTER STREET

PLACERVILLE, CA 95667

ATTN: Rebecca Neves, City Engineer

Or to such other location as the City directs.

Notices to Consultant shall be addressed as follows:

**SOME FIRM**

**123 STREET**

**CITY, CA 99999**

**ATTN: SOMEONE, Project Manager**

Or to such other location as the Consultant directs.

#### **ARTICLE XI – INDEMNITY**

To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the City and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, City employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

#### **ARTICLE XII – INSURANCE**

Consultant shall provide proof of a policy of insurance satisfactory to the City and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. Professional Liability Insurance (errors and omissions) of not less than \$1,000,000.00 per claim and in the aggregate. Further, Consultant agrees to maintain in full force and effect such insurance for three years after performance of work under this Agreement is completed.

- E. Consultant shall furnish a certificate of insurance satisfactory to the City as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to City, or be provided through partial or total self-insurance likewise acceptable to City.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of City and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, City may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to City, and;
  - 2. The City of Placerville, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the City, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the City of Placerville, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. Certificate of insurance shall meet such additional standards as may be determined by the City as essential for protection of the City.

### **ARTICLE XIII – CONFLICT OF INTEREST**

No official or employee of City who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

- A. Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing the City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing the City construction project, which will follow.
- B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

### **ARTICLE XIV – INTEREST OF CONSULTANT**

Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, the City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XV – CALIFORNIA RESIDENCY**

All independent Consultants providing services to the City must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or the City shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

**ARTICLE XVI – TAXPAYER IDENTIFICATION NUMBER**

All independent Consultants or Corporations providing services to the City must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**ARTICLE XVII – CITY BUSINESS LICENSE**

To conduct business within the City of Placerville Consultant must be in possession of a valid City Business License.

**ARTICLE XVIII - ADMINISTRATOR**

The City Officer or employee with responsibility for administering this Agreement is the City Engineer, or successor.

**ARTICLE XIX – AUTHORIZED SIGNATURES**

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XX – PARTIAL INVALIDITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXI - DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City’s Contract Administrator, City Engineer and Development Services Department Director, who may consider written or verbal information submitted by Consultant.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, Consultant may request review by the City Council of

unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this contract.

Any dispute resolution action rising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

## **ARTICLE XXII – AGREEMENT DEFINITION**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

## **ARTICLE XXIII – EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **ARTICLE XIV – DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- A. To the extent that Federal funds are used, it is the policy of the U.S. Department of Transportation (DOT) that minority and women-owned business enterprises (hereby referred to as DBEs), as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
- B. To the extent applicable, Consultant agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
- C. The goal for DBE participation for this contract is **SOME PERCENTAGE%**. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. Failure by the Consultant to carry out these requirements is a material

breach of this contract, which may result in the termination of the contract or such other remedy as the City deems appropriate.

- D. Upon completion of the Contract, a summary of records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F certified correct by Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- E. Any changes to a subconsultant's certification during the life of the Contract should be reported to the City's Contract Administrator within 30 days of the change.
- F. A DBE firm may be terminated only with prior approval from the City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting the City's consent for the termination, the Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).
- G. All subcontracts awarded by Consultant shall contain the provisions included of this section.

## **ARTICLE XXV – STATEMENT OF COMPLIANCE**

- A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in,

denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

## **ARTICLE XXVI – PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

## **ARTICLE XXVII – EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by the City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by the City's Contract Administrator; three competitive

quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- C. Any equipment purchased as a result of this contract is subject to the following: “Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Consultant may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established the City procedures; and credit the City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE XXVIII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the City.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE XXIX – DEBARMENT AND SUSPENSION CERTIFICATION**

- A. Consultant’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

- C. Exceptions to the Federal Government Excluded Parties List System maintained

### **ARTICLE XXX – FUNDING**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to the City for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the City’s governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

### **ARTICLE XXXI INSPECTION OF WORK**

Consultant and any subconsultant shall permit the City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

### **ARTICLE XXXII OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the City; and no further agreement will be necessary to transfer ownership to the City. Consultant shall furnish the City all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the City of the machine-readable information and data provided by Consultant under this contract; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by the City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Consultant.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. The City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

### **ARTICLE XXXIII CLAIMS FILED BY LOCAL THE CITY’S CONSTRUCTION**

**CONTRACT**

- A. If claims are filed by the City’s construction contractor relating to work performed by Consultant’s personnel, and additional information or assistance from Consultant’s personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with the City’s construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. Consultant’s personnel that the City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant’s personnel services under this contract.
- C. Services of Consultant’s personnel in connection with the City’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XXXIV CONFIDENTIALITY OF DATA**

- A. Consultant shall not comment publicly to the press or any other media regarding the contract or the City’s actions on the same, except to the City’s staff, Consultant’s own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- B. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City, and receipt of the City’s written permission.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- D. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than the City.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

**- - CITY OF PLACERVILLE - -**

**- - CONSULTANT - -**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

---

Cleve Morris, City Manager

---

Principal in Charge

---

Print Name

EXHIBIT \_

CERTIFICATE OF COMPLIANCE WITH LABOR CODE §  
3700 [Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: \_\_\_\_\_  
[Title]

EXHIBIT \_

CERTIFICATE OF COMPLIANCE WITH LABOR CODE §  
3700 [Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: \_\_\_\_\_  
[Title]

**Consultant  
Questionnaire**

**Definition of a Consultant is found in Section 18702 of Regulations of  
the Fair**

**Political Practices Commission, Title 2, division 6 of  
the  
California Code of  
Regulations.**

*Consultants, as defined by Section 18701, are required to file an Economic Interest  
Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on  
an annual basis thereafter if the contract is still in place, and within 30 days of completion of  
the contract.*

Company Name \_\_\_\_\_ (Agreement Date) \_\_\_\_\_

Name of Consultant\* \_\_\_\_\_  
(First Name) (Middle Initial) (Last Name)

Company address \_\_\_\_\_ Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contracting City Dept. \_\_\_\_\_

Estimated Date of Project Completion \_\_\_\_\_

- A. Will consultant make governmental decision whether to
1. Approve a rate, rule, or regulation? Yes  No
  2. Adopt or enforce a law? Yes  No
  3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes  No
  4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes  No
  5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes  No
  6. Grant agency approval to a plan, design, report, study, or similar item? Yes  No
  7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes  No
- B. Will the consultant serve in a staff capacity with the City and in  
No  Yes   
that capacity perform the same or substantially all the same  
duties for the City that would otherwise be performed  
by an individual holding a position specified in the City's  
Conflict of Interest Code?

Will consultant manage public investments?

Yes  No

---

Name of Person Completing Questionnaire

---

Date

*\*If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation*

**SECTION 10: STATEMENT OF QUALIFICATIONS AND EVALUATION FORMAT**

<b>Responding Firm's Name:</b>		
<b>Evaluator:</b>	<b>Date:</b>	
<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>	<b>SCORE</b>
<b>GENERAL QUALIFICATIONS AND EXPERIENCE</b>		
<b>Firm's Background/Organizational History (Section 5.2.3.1 – 5.2.3.11)</b>		
<ul style="list-style-type: none"> <li>• Longevity, Service Capability, Geographic Location, Depth of Resources, Stable Client Base, Evidence of Ethical, Legal and Economic Stability, Past Performance with Placerville City (if applicable)</li> </ul>	<b>20</b>	
<b>Firm's Credential's/Experience (Section 5.2.3.12 – 5.2.3.14)</b>		
<p>Similar Project Experience</p> <ul style="list-style-type: none"> <li>• Experience managing public sector contract codes, administrative regulations</li> <li>• -design, bidding, construction, and post construction phases of similar projects</li> <li>• Experience with public sector projects using a variety of project delivery methods</li> <li>• Experience performing tasks listed in Section 1.2.1 of the RFQ</li> <li>• Nature and quality of recently reported work within the last five years</li> </ul> <p><b>Budget/Schedule Experience</b></p>	<b>20</b>	
<ul style="list-style-type: none"> <li>• A demonstrated ability to meet internal and project deadlines, major milestone and overall project schedule, including Critical Path Analysis, identifying specific forecast and recovery tools/methods used to maintain schedules</li> <li>• A demonstrated ability to manage project within the stipulated project budget, including forecast and recovery tools/methods used to maintain budget</li> <li>• A demonstrated ability to responsibly maintain an up to date project budget model based on design phase incorporating current market factors throughout the course of the project.</li> <li>• A demonstrated ability to evaluate the contractor's CPM project schedule in the context of cost/schedule change requests</li> <li>• A demonstrated ability to produce, maintain, monitor and/or evaluate cost-loaded schedules</li> </ul>	<b>15</b>	

<b>Proposed Personnel and Sub consultants (Section 5.2.3.15 - 5.2.3.18)</b>		
<ul style="list-style-type: none"> <li>• Link between proposed personnel and similar project experience. Clarity/adequacy of project team organizational structure with clear roles/responsibilities and lines of communication/authority. Qualifications, knowledge, experience, education, licensing, and training of proposed personnel and sub consultants (if applicable)</li> <li>Demonstrated history working as a Project Team <ul style="list-style-type: none"> <li>• Demonstrated history working directly with proposed sub consultants</li> </ul> </li> </ul>	<b>20</b>	
<b>ORGANIZATIONAL SUITABILITY</b>		
<b>Approach for Accomplishing Requested Work (Section 5.2.4 )</b>		
<ul style="list-style-type: none"> <li>• Ability to staff and provide continuity to the work effort</li> <li>• Compatibility of project management approach with City's Projects Management Organization <ul style="list-style-type: none"> <li>• Adequacy /completeness of the operational or organizational model and management methods that characterize the firm which will be applied to the proposed work effort including working knowledge of Windows-based software, AutoCAD, Project Inspection and Construction management software, presentation software and other software applications</li> </ul> </li> </ul>	<b>25</b>	
<b>FEE SCHEDULE (submit in a separate &amp; sealed envelope) – Yes / No</b>		
<b>TOTAL</b>	<b>100</b>	
<b>Evaluator Signature:</b>	<b>Date:</b>	