

NOTICE TO CONSULTANTS
REQUEST FOR QUALIFICATIONS
for
VARIOUS ON-CALL SERVICES

The City of Concord, hereinafter (CITY) is soliciting Statements of Qualifications (SOQ's) from service providers (CONSULTANTS) interested in contracting to provide on-call services for various areas of expertise for the Capital Improvement Program (CIP), private development projects, and other projects. Scopes of services are in the areas of:

- Project Coordination / Construction Management
- Right-of-Way Services
- Materials Testing Services
- Design Services (civil, mechanical, landscape architecture, traffic, structural, architecture & hydrology/hydraulics)

- Environmental Services
- Survey Services
- Geotechnical Services

Statements of Qualifications will be accepted at City of Concord Department of Community and Economic Development – Engineering Services, 2151 Salvio Street, Suite 350, Concord, CA 94520 until **5:00 P.M. on Friday, January 13, 2012** (time to be determined by www.time.gov).

Interested consulting firms shall submit SOQ's following the instructions and format outlined in the Request for Qualifications (RFQ) which may be obtained at the Department of Community and Economic Development – Engineering Services, 2151 Salvio Street, Suite 350, Concord, CA 94520 or by contacting Mario C. Camorongan, PE, CFM, QSD via email at mario.camorongan@ci.concord.ca.us.

The CITY will competitively solicit SOQ's and award a contract to the CONSULTANT with the most demonstrated competence and professional qualifications.

No SOQ will be accepted from or contract awarded to any person, firm, or corporation that is in arrears; or is in default to the CITY upon any debt or contract; or that is a defaulter, as surety or otherwise, upon any obligation to the CITY; or has failed to faithfully perform any previous contract with the CITY.

If you are interested in submitting a Statement of Qualifications carefully review the section entitled "Submittal Requirements" in the RFQ and prepare a Statement of Qualifications according to the instructions provided.

For information regarding the project, contact Mario C. Camorongan, PE, CFM, QSD via email at: mario.camorongan@ci.concord.ca.us .

Dated: December 6, 2011

By:

City of Concord



Danea S. Gemmill, PE
City Engineer



Request for Statement of Qualifications (SOQ)

For

On-Call Services

For

Various Tasks

In the

City of Concord

By the

City of Concord

RESPONSES DUE:

5:00 p.m., Friday, January 13, 2012

City of Concord

Department of Community and Economic Development - Engineering Services

2151 Salvio Street, Suite 350

Concord, CA 94520

Request for Statement of Qualifications (SOQ)

**For
On-Call Services**

**For
Various Tasks**

**In the
City of Concord**

TABLE OF CONTENTS

Section 1	Introduction	3
Section 2	Scope of Services	3
Section 3	Project Descriptions	8
Section 4	Submittal Requirements	8
Section 5	Selection Criteria	10
Section 6	Selection Process Dates	10
Section 7	Contractual Issues	11

SECTION 1 - INTRODUCTION

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

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

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

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

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

SECTION 2 - SCOPE OF SERVICES

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

Project Coordination / Construction Management

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

Task 1 Coordination Services

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

from the designer, be responsible for budget and schedule, conduct regular meetings with the designers or project proponents, and other meetings as required.

Task 2 Business Owner / Resident Liaison / Public Notification

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

Task 3 Project Documentation

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

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

Task 4 Progress Payments

The CONSULTANT shall keep track of project budget and schedule and ensure that designers are meeting key deadlines. The CONSULTANT will review and approve all project related invoices.

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

Task 5 Support During Construction

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

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

Task 6 Onsite Services

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

Right-of-Way Services

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

Task 1 General Right-of-Way Assistance

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

Task 2 State and Federally Funded Projects

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

Materials Testing Services

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

Task 1 General Testing Services

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

requestor within one day, except where testing methods require more lengthy analysis. Formal test results shall be submitted in duplicate.

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

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

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

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

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

Environmental Services

Task 1 Sampling and Testing

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

Task 2 Reports

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

Task 3 Monitoring

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

Survey Services

Task 1 Preliminary Construction Surveys

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

Task 2 Topographic Surveys

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

Task 3 Construction Staking

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

Task 4 Right-of-Way Surveys

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

Task 5 Monumentation

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

Task 6 As-Built Surveys

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

Task 7 Water Surveys

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

Geotechnical Services

Task 1 Soils Investigation

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

Task 2 Reports and Recommendations

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

Task 3 Plan Review

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

SECTION 3 - PROJECT DESCRIPTIONS

Anticipated projects include the full range of City of Concord public works improvements, including: paving rehabilitation, sidewalks, storm drainage, sanitary sewers, traffic signals and street lighting, landscaping and irrigation, building construction, minor structures, HVAC, electrical service, roofing, plumbing, utility encroachment, and subdivision applications. Other projects requiring on-call services may include inspection services for encroachment permit construction activities, capital project or development plan checking, right-of-way services, detailed hydrologic/hydraulic studies related to projects within FEMA designated flood zone, and other engineering analyses and calculations. These project contracts typically range from \$10,000 to \$75,000 in consulting fees.

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

SECTION 4 - SUBMITTAL REQUIREMENTS

Prepare and organize your proposal based on the requirements provided below. Firms submitting proposals for multiple disciplines must submit separate proposals for each discipline. Submittals are expected to be concise, single-sided 8½" x 11" pages with a font size no smaller than 10 point. The maximum number of pages per submittal is 16, not including résumés and Form 330. Failure to

follow the guidelines outlined below for the number of pages allowed may result in the candidate's disqualification.

1. Enclose a cover letter describing the firm and its interest and commitment to perform on-call services for City of Concord. The person authorized by the firm to negotiate a contract shall sign the cover letter. Please also include the name, phone number and email address of the person with whom the City should communicate during the proposal and interview process (No more than two pages).
2. Proposer shall submit one (1) proposal for each discipline for which they are to be considered. The front cover of the SOQ shall clearly state the following, "*SOQ Submitted for (insert discipline).*"
3. State the qualifications and experience of the firm. Emphasize the specific qualifications and experience in public works projects for local agencies (No more than five pages).
4. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller projects, including a discussion of how you will respond to emergency situations that may occur when no personnel are at the site (No more than two pages).
5. Provide at least three references (names and current phone numbers) from recent work (previous three years) for each individual you propose. Include a brief description of the projects associated with the reference, and the role of the candidate (Two pages).
6. A list of hourly billing rates for each proposed team member entitled "Fee Schedule." Hourly billing rates shall include all direct and indirect labor expenses, transportation, cell phone, computer, pager and consultant fee (One page).
7. The City of Concord will be unable to provide office space for the CONSULTANT. CONSULTANT's proposal shall include a plan or description of how the CONSULTANT's proposed team will be able to complete their assignments without availability of City office space (No more than two pages).
8. Provide additional relevant information that may be helpful in the selection process (No more than two pages).
9. Provide résumés for at least three, and no more than five, appropriate candidates for each area of expertise. Include in the résumé the individual's projected availability from July 1, 2012 through June 30, 2014.
10. Provide an updated Standard Form 330.

Each CONSULTANT must provide CITY with four (4) bound copies of the SOQ submittal. Fax or email submittals will **not** be accepted. CONSULTANTS are responsible for effecting delivery no later than **5:00 P.M. on Friday, January 13, 2012**; late submissions will be rejected without opening, consideration, or evaluation, and will be returned unopened to the sender. CITY accepts no responsibility for misdirected or lost SOQ submittals. Postmarks will not be accepted. SOQ submittals shall be submitted in a large envelope and labeled:

City of Concord
Department of Community and Economic Development - Engineering Services
2151 Salvio Street, Suite 350, Concord, CA 94520
Attention: Mario C. Camorongon, PE, CFM, QSD

SECTION 5 - SELECTION CRITERIA

The proposals will be evaluated using the following criteria:

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

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

SECTION 6 - SELECTION PROCESS DATES

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

- January 13, 2012: Proposals are due no later than 5:00 P.M., Friday, January 13, 2012.
- February 21 – 24, 2012: Interviews, if required, will be held **during this period**.
- February 28, 2012: Firms selected for on-call contracts will be determined, but not formally announced pending City Council award scheduled for March 27, 2012.
- March 8, 2012: City and consultants complete contract negotiations.
- March 27, 2012: On-call contracts awarded by City Council.

Any questions regarding this proposal may be submitted by fax only, to the attention of:
Mario C. Camorongon, PE, CFM, QSD
CIP Manager
at
Fax: (925) 798-9692

Telephone inquires will not be accepted.

SECTION 7 - CONTRACTUAL ISSUES

A sample contract has been attached to this RFQ for the review of all firms proposing on this contract. Please review carefully all sections and pay special attention to the indemnity portions of the contract. The City does not ordinarily allow modifications to the standard contract when contracting for services from outside firms.

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

11 1. SERVICES

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

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

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

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

23 2. AUTHORIZED REPRESENTATIVES

24 CITY'S authorized representative shall be the City Engineer. Said City Engineer is authorized
25 to execute Task Orders on behalf of CITY, including providing for CONSULTANT to be compensated not
26 more than [*\$*] for each project. Should CITY wish CONSULTANT to provide design services in excess of [*\$*]
27 for one project, the City Manager is authorized to approve Task Orders on behalf of CITY, including providing
28

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

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

4 3. COMPENSATION

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

8 CONSULTANT may submit monthly statements for services rendered. It is intended that
9 payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice.

10 4. INDEMNIFICATION

11 CONSULTANT agrees to defend, indemnify, and hold harmless the City, its officers, agents,
12 employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries and
13 liability (including attorney fees and other expenses) arising out of the negligent acts, errors, omissions,
14 recklessness or willful misconduct of CONSULTANT in the performance of this Agreement.

15 5. OWNERSHIP AND MAINTENANCE OF DOCUMENTS

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

22 CONSULTANT's records, documents, calculations, and all other instruments of service pertaining to
23 actual project shall be given to CITY at the completion of the project.

24 6. STANDARD OF PERFORMANCE

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

1 7. INSURANCE REQUIRED

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

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

8 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability
9 insurance covering all vehicles used in the performance of this AGREEMENT providing a One Million
10 Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and
11 property damage.

12 **C. Professional Liability Coverage.** CONSULTANT shall maintain professional liability
13 insurance with coverage for all negligent errors, acts or omissions committed by CONSULTANT, its
14 agents and employees in the performance of this AGREEMENT. The amount of this insurance shall be
15 not less than five hundred thousand dollars (\$500,000) on a claims made annual aggregate basis or a
16 combined single limit per occurrence basis.

17 **D. Compliance with State Workers' Compensation Requirements.** CONSULTANT
18 covenants that it will insure itself against liability for Workers' Compensation pursuant to the
19 provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all times, upon demand of
20 the City Council and properly authorized agents, furnish proof that Workers' Compensation Insurance
21 is being maintained by it in force and effect in accordance with the California Labor Code.

22
23 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain the
24 following provisions:

25 **(1)** CITY, its officers, agents, employees, and volunteers are to be covered as
26 additional insureds as respects: Liability arising out of activities performed by or on behalf of
27 CONSULTANT and operations of CONSULTANT, premises owned, occupied, or used by
28 CONSULTANT. The coverage shall contain no special limitations on the scope or protection

1 afforded to CITY, its officers, officials, employees, or volunteers.

2 (2) CONSULTANT'S insurance coverage shall be primary insurance with respect
3 to CITY, its officers, officials, employees, and volunteers. Any insurance, risk pooling
4 arrangement, or self-insurance maintained by CITY, its officers, officials, employees, or
5 volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute with it.

6 (3) Any failure to comply with the reporting provisions of the policy shall not
7 affect the coverage provided to the CITY, its officers, officials, employees, or volunteers.

8 (4) The aforementioned policies shall be issued by an insurance carrier having a
9 rating of Best A-7 or better which is satisfactory to the City Attorney and shall be delivered to
10 CITY at the time of the execution of this AGREEMENT or as provided below. In lieu of actual
11 delivery of such policies, a Certificate issued by the insurance carrier showing such policy to
12 be in force for the period covered by the AGREEMENT may be delivered to CITY. Such
13 policies and certificates shall be in a form approved by the City Attorney. Except for worker's
14 compensation and professional liability insurance, the policies mentioned in this subsection
15 shall name CITY as an additional insured and provide for thirty (30) days notice of
16 cancellation to CITY. Said policies shall not be canceled earlier than, nor the amount of
17 coverage reduced earlier than, thirty (30) days after the CITY receives notices from the insured
18 of the intent of cancellation or reduction.

19 8. SUSPENSION OF WORK

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

26 9. TERMINATION

27 CITY may terminate this AGREEMENT for any reason upon ten (10) days written notice to
28 the other party. CITY may terminate the AGREEMENT upon five (5) days written notice if CONSULTANT

1 breaches this AGREEMENT. In the event of termination, CITY will pay CONSULTANT for the services
2 performed as of the effective date of the termination. Any reports or other written, recorded, photographic, or
3 visual materials and other deliverables prepared for the CITY prior to the effective date of such termination
4 shall be promptly delivered to the CITY by CONSULTANT.

5 10. Compliance with Civil Rights

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

7 **A. Equal Employment Opportunity.** In connection with the execution of this
8 AGREEMENT, CONSULTANT shall not discriminate against any employee or applicant for
9 employment because of race, religion, color, sex, or national origin. Such actions shall include, but not
10 be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or
11 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and
12 selection for training including apprenticeship.

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

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

21 11. INDEPENDENT CONTRACTOR

22 In assuming and performing the services, CONSULTANT is an independent contractor and
23 shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided
24 for in the AGREEMENT. All persons, if any, hired by CONSULTANT shall be employees or subcontractors of
25 CONSULTANT and shall not be construed as employees or agents of the CITY in any respect.
26 CONSULTANT shall have responsibility for and control over the means of providing services under this
27 AGREEMENT.

28 12. COMPLIANCE WITH LAWS

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

4 13. CHOICE OF LAWS

5 This AGREEMENT shall be construed and interpreted in accordance with the laws of the State
6 of California, excluding any choice of law rules, which may direct the application of the laws of another
7 jurisdiction.

8 14. NON-WAIVER

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

13 15. ENFORCEABILITY

14 In the event that any of the provisions or portions of application of any of the provisions of the
15 AGREEMENT are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONSULTANT
16 shall negotiate an equitable adjustment in the provisions of the AGREEMENT with a view toward effecting the
17 purpose of the AGREEMENT. The illegality or invalidity of any of the provisions or portions of application of
18 any of the provisions of the AGREEMENT shall not affect the legality or enforceability of the remaining
19 provisions or portions of application of any of the provisions of the AGREEMENT.

20 16. INTEGRATION

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

25 17. SUCCESSORS AND ASSIGNS

26 CITY and CONSULTANT respectively, bind themselves, their successors, assigns, and legal
27 representatives. CONSULTANT shall not assign or transfer any interest in the AGREEMENT without the
28 CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment

1 or transfer in breach of this provision shall be void.

2 18. ATTORNEY'S FEES

3 If either party to this AGREEMENT commences any legal action against the other party
4 arising out of this AGREEMENT, the prevailing party shall be entitled to recover its reasonable litigation
5 expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

6 19. FINANCIAL RECORDS

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

10 20. NOTICES

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

16 To CITY

[name], [title]
[Dept]
City of Concord
[street address]
Concord, CA 94519
Phone:
Fax:

21 To CONSULTANT

[authorized representative & title]
[consultant name]
[street address]
[city, state, zip code]
Phone:
Fax:

25 21. TERM

26 The term of this AGREEMENT shall be from the date executed above through *[term end*
27 *date]*, with the option of one one-year extension upon mutual agreement by both CITY and CONSULTANT.
28 The City Manager is authorized to approve the extension.

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

3 **CONSULTANT**

CITY OF CONCORD

4 By: _____

By: _____

5 Name: *[authorized principal]*

Name:

6 Title:

Title

7 Address:

Address:

8 Telephone:

Telephone:

9 APPROVED AS TO FORM:

ATTEST:

10 _____
11
12 City Attorney

City Clerk

13 Date: _____, 2012

15 **FINANCE DIRECTOR'S CERTIFICATION:**

16 Concord, California

17 Date: _____, 2012

19 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
20 DURING THE CURRENT FISCAL YEAR 2011-12 TO PAY THE ANTICIPATED
EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

21 THE SUM OF */\$/*. various .

23 _____
24 Finance Director's Signature