

REQUEST FOR QUALIFICATIONS

ON-CALL PROFESSIONAL SERVICES 2021-2025

⊕ ARCHITECTURE ⊕ ENGINEERING ⊕ ENVIRONMENTAL ⊕
⊕ PERMITTING ⊕ PLANNING ⊕ SURVEYING ⊕ BUILDING ⊕

Any addenda will be posted on the City's website at: <https://www.ci.anderson.ca.us/>
under the "Development Services" tab.

Due Date:

Friday, January 15, 2021, 5:00pm

City of Anderson

Permit Center – 2nd Floor
1887 Howard Street
Anderson, CA 96007

For information regarding this RFQ, please contact Russ Wenham, City Engineer, rwenham@ci.anderson.ca.us

1. INTRODUCTION

The City of Anderson (City) is requesting Statements of Qualifications (SOQ's) from qualified firms for on-call professional architecture, engineering, environmental, permitting, planning, and surveying-related services. The purpose for this Request for Qualifications (RFQ) is to establish a list of qualified consultants to provide professional and technical services required for the delivery of various types of projects, studies, and other professional services.

Consultants will be used to augment City's internal capabilities, provide expertise where needed, and expedite the delivery of projects, studies, and other professional services, on an on-call basis. Projects, studies, and other professional services will vary greatly in size and complexity and may be funded by a variety of sources.

The total amount payable to the Consultant will not exceed \$100,000 per year and the performance period of any contract will not exceed 5 years including any amendments.

2. BACKGROUND

The City will establish a list of consultants to provide on-call project planning, project development, engineering design, construction management and inspection, surveying, testing, environmental, building plan check, GIS, data collection, reporting, architectural, and other related professional services for various projects and project components. Being on the list does not guarantee that a consultant will be requested to submit on any professional services, nor does it guarantee that the consultant will receive any assignments. Consultants will be selected for on-call services based on the qualifications presented in the SOQ. The number of projects is unknown, as the volume of work assigned to Consultants is dependent upon the City staff workload and funding availability.

Generally, the work will involve the following types of public works projects. Services may range from preliminary grant applications all the way through final construction close-outs:

- Domestic water wells, treatment, and distribution systems
- Sanitary sewer collection, pumping and treatment systems
- Storm drainage collection and treatment systems
- Roadway infrastructure maintenance, rehabilitation, modifications, and expansions
- Municipal parks and recreation area facilities
- Municipal buildings

Other types of professional services will involve the following types of activities. Services may range from preliminary grant applications through implementation of new processes and programs:

- Asset inventories and GIS databases
- PEER reviews
- Grant management
- Building permit reviews and inspections
- Code enforcement support
- Traffic safety investigations
- Records management

- Public outreach and education
- Infrastructure feasibility studies
- Environmental technical studies
- CEQA Initial Studies and documents
- Resource agency permitting
- Environmental, sampling, testing, reporting, and monitoring
- Water, sewer, and storm drain rate studies

Services shall be provided by the Consultant as authorized and directed by the City under an executed and approved Professional Services Agreement (PSA). A sample copy of the City’s standard PSA is attached as **Exhibit A**. The Consultant shall, in the performance of the Contract, maintain close communication with the City Project Manager or their representative. No work shall be performed until the City has approved and signed the PSA for that particular project and issued a notice to proceed. Large complex projects will continue to go through the City’s normal qualifications-based selection process for professional services.

The typical public works project will be developed and constructed in accordance with the City of Shasta Lake Capital Improvement Project (CIP) Requirements, the City of Shasta Lake Construction Standards, and applicable building and regulatory codes and standards. In addition, Consultants should be familiar with, and be adept at working with, the requirements and standards of various local, state, and federal agencies, as well as the funding mechanisms of these agencies (grants, loans, etc.).

3. SCOPE OF SERVICES

The Consultant shall provide on-call professional services as described above.

The SOQ shall specifically identify the particular activity classification(s) that the consultant has expertise in and is qualified to practice. Complete the Exhibit E “Activity Classification Form” and include the form in the Appendix of the SOQ. A Consultant may qualify in multiple categories. The on-call list will categorize the selected Consultants in the following activity classifications:

- **Building**
 - Plan Checking
 - Inspections
 - Code Enforcement
- **Architecture**
 - Town Planning
 - Campus Planning
 - Sustainable Design and Systems
 - Feasibility Studies
 - CIP Development
 - Construction Bid Documents
 - PEER Review and Plan Check
- **Civil Engineering and Structural Engineering**
 - Hydrology and Hydraulics
 - Structural Design and Detailing
 - Site Civil Planning and Design
 - Stormwater Treatment
 - Investigations

- Construction Bid Documents
 - PEER Review and Plan Check
- **Construction Management and Inspection**
 - Bidding and Award Support
 - On-Call Inspection
 - Turn-key Management
 - Close-out
 - PEER Review
- **Electrical Engineering**
 - Building and Utility Facilities
 - Communication Systems
 - SCADA Systems and Automation
 - Street Lighting and Traffic Signals
 - Construction Bid Documents
 - PEER Review and Plan Check
- **Environmental Studies and Permitting**
 - Screening Reviews
 - Visual Impact Assessments
 - Hydrology / Water Quality
 - Greenhouse Gas Emissions
 - Land Use & Planning
 - Population & Housing
 - Cultural Resources
 - Biological and Botanical
 - Noise
 - Vibration
 - Transportation, including VMT
 - Wildfire
 - Air Quality
 - Energy
 - Hazards & Hazardous Materials
 - Public Services
 - Tribal Cultural Resources
 - Permitting with the ACOE, RWQCB, CDFW, etc.
 - PEER Reviews
- **Environmental Documents**
 - Initial Studies
 - Categorical Exemption Checklists and Documentation
 - Negative Declarations
 - Supporting Documents for NEPA
 - EIR
 - Mitigation Monitoring Plans
 - Noticing and Public Hearings
 - PEER Reviews
- **Floodplain Management**
 - Flood Elevation Certifications
 - Investigations
 - Urban Stream Hydrology and Hydraulics
 - LOMR's

- CLMR's
 - PEER Reviews
- **Geotechnical Engineering & Engineering Geology**
 - Investigations
 - Field Sampling
 - Engineering Analysis
 - Reporting
 - PEER Reviews
- **GIS**
 - Data Collection
 - Mapping and Databases
 - Web support
- **General Plan**
 - Public Engagement
 - Policy Development
 - Environmental Document Preparation
 - Public Comment Management
 - Alternatives Analysis
 - Market and Economic Analysis
 - Housing Analysis
 - Environmental Justice
 - Climate Change
 - Hazard Avoidance and Reduction
 - Multimodal Access
 - Code Analysis and Updates
 - Draft Staff Reports for Commission and Council
 - Draft Resolutions and Ordinances
- **Land Development Planning**
 - Application Reviews, Checks and Conditioning
 - Zoning Analysis and Updates
 - Draft Staff Reports, Resolutions and Ordinances
 - Design Reviews
 - Research Reports
 - Public Engagement
 - PEER Reviews
- **Land Surveying**
 - Topographic Surveys and Mapping
 - Boundary Surveys
 - Records of Surveys
 - Lot Line Adjustments, Parcel Maps and Subdivision Maps
 - Plat Maps and Legal Descriptions
 - PEER Reviews and Map Checks
 - City Surveyor Services
- **Landscape Architecture**
 - Town Planning
 - Campus Planning
 - Sustainable Design and Systems
 - Feasibility Studies

- Planting and Irrigation
- Branding, Signing and Wayfinding
- Construction Bid Documents
- PEER Review and Plan Check
- **Materials and Water Quality**
 - Materials Sampling and Inspection
 - Quality Assurance Programs and Caltrans Source Inspection Quality Management Plans
 - Laboratory Testing
 - Reports and Summaries
- **Mechanical Engineering**
 - Wells, Pumps and Treatment Plants
 - HVAC
 - Construction Bid Documents
 - PEER Reviews
- **Pavement Management**
 - Assessments
 - GIS
 - Analysis and Reports
- **Public Works Finance**
 - Rate Studies
 - Permit Fee Studies
 - Municipal Service Reviews
 - Development Impact Fees
 - Assessment Districts
 - Engineer’s Reports for Lighting & Landscape Districts
- **Real Property Acquisition and/or Appraisal Services**
 - Appraisals
 - Right of Way Data Sheets
 - Right of Way Certifications
 - Negotiations and Acquisitions
- **Storm Water, Plans, Reports and Compliance (MS4)**
 - Training Programs
 - Compliance Management Plans and Programs
 - Inspections
 - Documentation
 - PEER Reviews
- **Bridge Engineering**
 - Feasibility and Alternative Studies
 - Bridge Program Applications and Coordination
 - Type Selection
 - Design
 - Construction Bid Documents
 - PEER Review and Plan Check
- **Water/Wastewater Conveyances, Pumping and Treatment**
 - Master Planning
 - Fluid Hydraulics
 - Pumping and Treatment Facilities
 - Regulatory Compliance Support

- Construction Bid Documents
- PEER Review and Plan Check
- **Transportation and Traffic Engineering**
 - Safety Investigations and Plans
 - Feasibility Studies
 - Traffic Flow Studies
 - Traffic Impact Analysis
 - Warrant Studies
 - Active Transportation Plans, Studies and Reports
 - Speed Zone Investigations and Studies
 - Roadway Planning and Design
 - Construction Bid Documents
 - PEER Review and Plan Check

4. SOQ SUBMITTAL REQUIREMENTS

Qualified Consultants shall prepare and submit a SOQ. The maximum number of pages included in the SOQ shall be limited to forty (40) plus specified appendices, and all pages shall be typed. Only the specifically requested information shall be included - promotional documents, or other unsolicited material shall not be submitted. Dividers and tabs shall not be included (Simply label the pages with the appropriate titles).

The consultant shall submit one (1) PDF copy with the consultant's name and the description "City of Anderson, Statement of Qualifications for Professional Services 2021-2025" in the email subject line. The PDF shall be no larger than 25MB in size.

Email the PDF copy to: plan.pub.works@ci.anderson.ca.us

You may inquire regarding receipt of the PDF copy by calling 530.378.6636.

The information provided should be brief and relevant, and shall conform to the following requirements:

1. **Cover (not included in page limit):** The cover shall identify the document as a SOQ for City of Anderson, Statement of Qualifications for Professional Services 2020-2023 and include the name of the firm, address for the office where the Principal-In-Charge is located, phone number and email address.
2. **Transmittal Letter (included in page limit):** The transmittal letter shall identify the name, address, phone number, and email address of the person that is authorized by the firm to enter into contracts with the City of Shasta Lake, and shall be signed by said person. It shall also specifically identify the particular activity classification(s) that the consultant has expertise in and is qualified to practice (as listed in Section 3 above). In addition, the Consultant shall also disclose any actual, apparent, direct, or indirect, or potential conflicts of interest that may exist relative to the services to be provided. If a firm does not have any conflicts, a statement to that effect shall be included. Also include years in business, number of employees in California and annual volume of work in California, in dollars. Indicate if the Consultant was involved with any litigation in connection with prior projects. Indicate if the Consultant has any issues or needed changes to the sample PSA or compliance with the Caltrans Local Assistance requirements. Include a brief statement affirming that the proposal terms shall remain in effect for 90 days following the date of submittal.

3. **Overview and Firm Qualifications (included in page limit):** The Consultant shall include a description of the firm and shall list the specific activities (as listed in Section III above) that the Consultant has expertise in and is qualified to practice. Provide related experience that demonstrates successful experience in the selected activities in the form of detailed lists, matrices, narratives, etc. The Consultant is granted broad latitude in how the qualifications are presented to support each selected activity area.
4. **Responsible Personnel (included in page limit):** List the Principal-in-Charge, Project Manager, and key project staff available for the various work activities. A concise statement of qualifications and experience of each person is required. An organization chart is NOT required. Personnel shall be licensed in their respective disciplines in the State of California. It is expected that the personnel listed at the time of SOQ submittal shall be substantially the same throughout the term.

Important Note: The above Items 2-4 are subject to the 40-page limit.

- **APPENDIX 1: Consultant Rates (not included in page limit):** A fee proposal is not required at this time; however, a schedule of hourly wage rates for calendar years 2021, 2022, 2023, 2024 & 2025, listing the labor categories, associated wage rates, and reimbursable expenses is required. It is acceptable to submit a single rate schedule with noted annual rate changes in lieu of individual future schedules.
- **APPENDIX 2: Debarment and Suspension Certificate:** The proposals shall be accompanied with a “Debarment and Suspension Certificate” completed in accordance with Title 49, Code of Federal Regulations, Part 29, and signed by the Consultant’s authorized representative. A copy of said certificate is attached as **Exhibit B**.
- **APPENDIX 3: Activity Classification Form.** The proposals shall be accompanied with an “Activity Classification Form”. A copy of said form is attached as **Exhibit E**.

5. PROPOSAL TERMS

By submitting a SOQ to be considered for inclusion in the on-call list, the Consultant agrees to the following items:

- **Public Information:** All submitted SOQs and information included therein or attached thereto shall become public records upon their delivery to the City.
- **SOQ Preparation Costs:** All costs incurred in the preparation and presentation of this SOQ shall be wholly absorbed by the Proposer.
- **Withdrawal of SOQ:** Any proposer may withdraw its SOQ, by written request, at any time.
- **Right to Reject SOQ:** The City reserves the right to reject any or all SOQs and to waive any nonmaterial irregularities or information in any proposal.

6. SELECTION PROCESS

Consultants submitting a responsive SOQ shall be placed on the on-call list in the activity classifications in which they are qualified. When Consultant services are required for a specific project, the City will refer to the on-call list and the SOQs. The City will review the SOQs in relation to the project requirements and rank the Consultants that are qualified to perform the work in the required activity classification.

Generally, the City will contact the top-ranked Consultant and proceed with the selection process. However, the City will attempt to allow as many qualified firms as possible to contract for professional services. Note, though, that negotiation or subsequent agreement with a given Consultant will not disqualify a Consultant from selection on subsequent projects. Being on the list does not guarantee that a consultant will be requested to submit on any project nor that the consultant will receive any assignments.

When requested, the selected Consultant shall develop a brief proposal providing a draft scope, schedule, and fee proposal for the work. The final scope of work, schedule, and fee will then be negotiated based upon the draft documents and the needs of the City. If an agreement cannot be reached between the City and the Consultant in a reasonable amount of time, negotiations may begin with the next highest-ranking consultant until an agreement is reached. The selected Consultant shall have the option to “pass” on projects and exercise their option on future projects with no consequence to their status.

The Consultants will be evaluated and ranked according to the criteria provided in **Exhibit C**.

7. QUESTIONS

All questions concerning this RFQ shall be submitted to:

Russ Wenham, PE, TE, PTOE, QSD/P
Director of Engineering and Development
Email: rwenham@ci.anderson.ca.us

8. ADDITIONAL INFORMATION FOR CALTRANS LOCAL ASSISTANCE

The City occasionally receives project funding from the State of California through the California Department of Transportation (Caltrans). Consultants preparing an SOQ in response to this request may wish to review the information contained in the Caltrans Local Assistance Procedures Manual, Chapter 10 (**All testing work on state aided projects, the laboratory and testing personnel must be certified by the Local Agency Independent Assurance Program**).

In addition, the Consultant shall be aware of classifications that require payment of prevailing wages, shall be prepared to provide certified payroll when those classifications are utilized, and shall be registered with the Department of Industrial Relations as required by State law.

All work performed under this contract will require approval by the City Contract Administrator and issued through a Task Order. A Task Order shall be requested from the Consultant to identify and refine the scope of services prior to issuing the Task Orders. The Task Order shall detail the tasks required for particular

projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

Pursuant to an authorized Task Order, the Consultant shall provide Construction Materials Testing and Geotechnical Services within the geographical jurisdiction of this Contract set forth in "Location of Work" section, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. The consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with City standards.

The potential projects may vary in scope and size and may encompass any type of improvement for the transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed shall be described in each Task Order.

The consultant shall only perform work that is assigned in an authorized Task Order and an award of a contract does not guarantee any Task Orders will be issued. Work shall not begin until the Task Order has been approved by the Contract Administrator [or approving authority].

The Consultant shall perform services relating to field sampling and in-situ testing of materials (collectively, "Materials Sampling and Testing Work") as required by the City Contract Manager and specified in a Task Order. The Consultant shall perform services relating to laboratory testing, analysis, and reporting of materials (collectively, "Special Materials Analysis Work") as required by the City Contract Manager and as specified in a Task Order.

The Consultant shall inspect roadway material processing plants operation during the production of Asphalt Concrete, Portland Cement Concrete, and other related materials. The Consultant shall sample and test rock and sand according to the California Test Methods. The Consultant shall also obtain samples of oil binders, cements, and admixtures in accordance with the requirements of the Construction Manual. The Consultant shall visit quarries and mine pits to witness material source sampling, stockpiling, and testing samples of binders, cement admixtures and other related materials.

The Consultant shall maintain a set of project files that shall be indexed in accordance with California Test Methods Manual.

The Consultant shall prepare the required calculations and reports according to City standards and requirements for the Materials Sampling and Testing Services work including the plant inspection services work.

The Consultant shall have access to plant and mobile laboratories to perform Materials Sampling and Testing Services. The Consultant shall provide a copy of the firm's nuclear gauge license to the City.

The Consultant shall have the ability to respond in a timely and cost-efficient manner to City requests for Materials Testing and Geotechnical Services work at any project locations.

Quality Assurance Testing Services. Quality assurance materials sampling and testing work consists of performing Caltrans or ASTM test methods. The frequency and testing requirements are found in the [agency] Quality Assurance Plan. Reports shall be provided to the [agency] within one day of test completion via email or hand delivery. Laboratory tests shall begin the next business day after samples are received at the lab. Test reports shall indicate [agency] job number, date/time sample taken, and project name. A monthly summary of tests performed by job number shall be submitted at the end of each month. Field and laboratory testing required for assurance testing must be performed by individuals certified through the Local Agency Independent Assurance Program. Certifications demonstrating each individual's qualification to perform any required testing shall be provided to the [agency] prior to any testing work done.

The laboratory in which all necessary City tests are performed for assurance testing shall be certified through the Local Agency Independent Assurance Program. All qualifications shall be kept current at all times and shall be provided to the [agency] prior to work.

The range of tests that may be required for [agency] projects is provided in the [agency] Quality Assurance Plan.

General Personnel Requirements. The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The Consultant Construction Materials Testing & Geotechnical responsible person (or engineer, certified technician, the Consultant Contract Manager registered in the State of California), signing analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables under this Contract requiring the signature of a Consultant Construction Materials Testing & Geotechnical responsible person (or engineer, certified technician, the Consultant Contract Manager registered in the State of California) shall be currently employed by the Consultant or its Subconsultants at the time the deliverables are submitted to the City for consideration under the review and acceptance process.

The Consultant is required to submit a written request and obtain the City Contract Manager's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal does not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to City. The substitute personnel shall have significant experience in the work involving a similar transportation facility for at a minimum two (2) previous projects, unless otherwise approved by the City.

In responding to City Task Order and in consultation with the City Contract Manager, the Consultant Contract Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed personnel meet the appropriate minimum qualifications as required by this Contract.

The Consultant's personnel shall typically be assigned to and remain on specific City projects/deliverables until completion and acceptance of the project/deliverables by City. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by City.

After the City Contract Manager’s approval of the Consultant’s personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the City Contract Manager’s prior written approval.

Resumes containing the qualifications and experience of the Consultant’s and Subconsultant’s personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the City Contract Manager for review before assignment on a project or Task Order. The resume and copies of current certification for each candidate shall be submitted to the City Contract Manager within one (1) week of receiving the request.

The City Contract Manager may interview the Consultant’s personnel for the qualifications and experience. The City Contract Manager’s decision to select the Consultant’s personnel shall be binding to the Consultant and its Subconsultants. The Consultant shall provide adequate qualified personnel to be interviewed by the City Contract Manager within one (1) week of receiving the request.

The City Contract Manager shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant’s personnel and determining whether the deliverables satisfy the acceptance tests and criteria. The City Contract Manager may reject any Consultant personnel determined by the City Contract Manager to lack the minimum qualifications. If at any time the level of performance is below expectations, the City Contract Manager may direct the Consultant to immediately remove Consultant personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by this Contract for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from the City Contract Manager. Invoices with charges for personnel not pre-approved by the City Contract Manager for work on the Contract and for each Task Order shall not be reimbursed.

The Consultant shall not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the City Contract Manager. The removal or replacement of personnel without the written approval from the City Contract Manager shall be violation of the Contract and may result in termination of the Contract.

When assigned consultant personnel is on approved leave and required by the City Contract Manager, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant’s Cost Proposal, not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to City. Substitute personnel shall receive prior written approval from the City Contract Manager to work on this Contract.

Other project personnel not identified on the Consultant’s cost proposal, including, but not limited to, field and laboratory technicians, shall also satisfy appropriate minimum qualifications for assigned Task Orders. City prior written approval is required for all personnel not identified on the Consultant’s organization chart or the Consultant’s cost proposals before providing services under this Contract.

The Consultant is responsible to provide fully trained personnel to efficiently perform the work. The Consultant’s personnel may be asked to attend certain special training if recommended by the City Contract Manager. On such occasions, with the approval of the City Contract Manager, City shall compensate the Consultant for the Consultant’s actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, including any transportation costs and training fees, shall be the

Consultant's responsibility. In addition, services to train the City personnel shall not be provided by the Consultant under this Contract.

In location(s) where the Consultant personnel is expected to work for extended period(s) of time, the Consultant shall either relocate the personnel or make every effort to hire local persons.

The Consultant Contract Manager shall be a Registered Professional Engineer or Metallurgical Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Contract period, to perform the tasks described in this Contract and in the Task Orders and shall have a documented minimum ten (10) years of demonstrated experience acceptable to City in Construction Materials Testing and Geotechnical Services work.

In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel, Subconsultants, Construction Materials Sampling and Testing Services work, and Consultant's and Sub-Consultants' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic, and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
- b. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
- c. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the City Contract Manager.
- d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
- e. Maintaining and submitting organized project files for record tracking and auditing.
- f. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- g. Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
- h. Assuring that all applicable safety measures are in place.
- i. Providing invoices in a timely manner and providing monthly Contract expenditures.
- j. Reviewing invoices for accuracy and completion before billing to City.
- k. Managing Subconsultants.
- l. Managing overall budget for Contract and provide report to the City Contract Manager.
- m. Monitoring and maintaining required DBE involvement.
- n. Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
- o. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
- p. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.
- q. Provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.
- r. Experience and capable in the review of the test reports within a reasonable time frame of the completion of the tests to avoid delay of the field construction operation.

Deliverables. As agreed upon by the City and consultant in a Task Order for each project.

Schedule. As agreed upon the City and consultant in a Task Order for each project.

If City determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, the Consultant's operations may be restricted to specific hours during the week. Night work may be required on projects involving high traffic areas. The City construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. Changes in hours or schedules shall be documented by amendment of Task Orders. Any shift differential rate pay shall be reimbursed in accordance with the applicable Department of Industrial Relations (DIR) determination.

Method of Payment. Consultant shall be paid based on specific rates of compensation.

Other on-call Geotechnical Services. Geotechnical engineering and technical services required to support the City in the development and construction of City road and bridge projects on an as-needed basis. Method of payment for these services will be based on specified rates of compensation approved by the Contract Administrator and based on approved task orders of work.

General Requirements.

1. The Consultant shall begin the required work within two (2) working days after receiving a fully executed Task Order and the issuance of the Notice to Proceed (NTP) from the City Contract Manager to the Consultant Contract Manager or on the date specified in the Task Order. Some work, however, may require Consultant personnel to mobilize within 24 hours of notifications. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the City Contract Manager or City designee.
2. The work shall not be performed when conditions prevent a safe and efficient operation and shall only be performed with written authorization by City.
3. The Consultant Contract Manager may direct the Consultant's employees to work overtime to meet Task Order schedules at the request of the City Contract Manager. All overtime shall be pre-approved by the City Contract Manager. Overtime shall be worked only when directed in writing by the City Contract Manager and specifically required by the Task Order and shall only be paid to persons covered by the Fair Labor Standards Act.
4. All Consultant personnel are required to sign a confidentiality and nondisclosure agreement.

City shall not reimburse the Consultant for costs to relocate its personnel to the service area of this Contract. City shall not reimburse the Consultant for per diem costs, unless preapproved by the City Contract Manager. City shall not reimburse the Consultant for out-of-state travel without prior written approval from the City Contract Manager.

City shall not incur costs beyond the funding commitments in the Contract and each Task Order. If the Consultant anticipates that funding for work will be insufficient to complete work, the Consultant shall promptly notify the City Contract Manager.

The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs shall follow 48 Code of Federal Regulation (CFR), Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and 2 CFR, Part 200, and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Such equipment and supplies shall include, but not be limited to, the following:

- a. Office Supplies.
- b. Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- c. Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing transportation engineering deliverables. This includes, but not be limited to, the following:
 - i. Microsoft Office Software (including, but not limited to, Word, Excel, PowerPoint).
 - ii. Adobe Acrobat Professional version 5 or later.
 - iii. Recording test data.
 - iv. Calculating test results.

The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade, which may include, but not be limited to, the above-mentioned equipment.

If the Consultant fails to submit the required analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract and any approved Task Order, City shall have the right to withhold payment and/or terminate this Contract in accordance with the termination provisions of this Contract. If the Contract is terminated, the Consultant shall, at City request, return all materials recovered or developed by the Consultant under the Contract including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract.

Laboratory Standards. When the Consultant is providing construction materials testing during construction, failing tests shall be reported immediately to the City Contract Manager.

All test documents produced by the Consultant shall be certified (signed and stamped) by the Laboratory Manager. In the absence of the Laboratory Manager, certification shall be made by an Acting Laboratory Manager who is a Registered Professional Civil Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Contract period. All test results shall be recorded on the appropriate forms as prescribed in the Caltrans California Test Methods.

The Consultant shall certify in writing that each tester is qualified to perform the required tests and plant field engineering according to the current procedures described in the Caltrans California Test Methods.

The Consultant shall have a program in effect during the entire time work is being performed under Contract to train personnel and arrange achievement of the required certifications.

The Consultant shall maintain an inventory of the testing equipment (listing the manufacturer, model, serial number, calibration, and tolerances).

The City reserves the right to periodically review field testing and sampling in progress at job sites and laboratory facilities by Consultant personnel.

The Consultant shall have a quality control plan in effect for the duration of work being performed under the Contract. This plan shall include quality control, quality assurance and equipment calibration programs for the Consultant's main laboratory and for any satellite or project laboratories.

If any laboratory work is to be subcontracted, the Subconsultant's laboratory shall meet the same requirements as the Consultant's laboratory.

Materials to be Provided by the Consultant. Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

City shall not pay the Consultant for the Consultant's work under this Contract and the charges incurred by the Consultant that does not conform to the requirements specified in this Contract and to the applicable Task Order, and such work shall be corrected at the Consultant's sole expense at no additional cost to City.

Conflict of Interest Statement. Throughout the term of the awarded contract, any person, firm, or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any Local Agency project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any Local Agency project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the Department's projects listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest. Local Agency will use this documentation to determine whether the firm may work on specific projects.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the City Contract Manager regarding the conflicts of interest. The Local Agency Contract Manager may terminate the Task Order involving the conflict of interest and Local Agency may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify Local Agency Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for Local Agency on the same project.
- Certified Materials Tester(s) or Plant Inspector(s) from the same company that currently performs Quality Control for the Contractor on any project within that District where the services are being performed and Quality Assurance for Local Agency on different projects within that District where the services are being performed where the same Contractor is performing work.

- Providing services to construction contractor’s subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Contract Agreement. A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 49 CFR Part 18, 48 CFR Part 31, and 2 CFR Part 200.

9. ATTACHMENTS

- **Exhibit A:** Sample City of Anderson Professional Services Agreement (PSA)
- **Exhibit B:** Debarment and Suspension Certificate
- **Exhibit C:** Proposal Evaluation
- **Exhibit D:** Sample Schedule
- **Exhibit E:** Activity Classifications Form

Exhibit A

City of Anderson SAMPLE Professional Services Agreement (PSA)

CITY OF ANDERSON - PROFESSIONAL SERVICES AGREEMENT WITH

<Consultant Name>

for

<Professional Services Title / Description>

THIS AGREEMENT (“Agreement”), made and entered into this __ day of _____, is by and between the **City of Anderson, a California municipal corporation**, hereinafter referred to as “City,” and _____, hereinafter referred to as “Consultant.”

WITNESSETH:

SECTION 1 - ORGANIZATION AND CONTENTS.

This Agreement is divided into the following Sections:

<u>Section/Title</u>	<u>Page No.</u>
SECTION 1 - ORGANIZATION AND CONTENTS	1
SECTION 2 - DESCRIPTION OF PROJECT	2
SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE	2
SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE	2
SECTION 5 - COMPENSATION	2
SECTION 6 - RESPONSIBILITY OF CONSULTANT	3
SECTION 7 - RESPONSIBILITY OF CITY	3
SECTION 8 - INDEMNIFICATION	4
SECTION 9 - INSURANCE	4
SECTION 10 - GENERAL PROVISIONS	4
10.1 - Access to Records	4
10.2 - Assignment	5
10.3 - Changes to Scope of Work - Basic Services	5
10.4 - Compliance with Laws, Rule, Regulations	5
10.5 - Conflict of Interest Applicability	5
10.6 - Exhibits Incorporated	5
10.7 - Independent Contractor	5
10.8 - Integration; Amendment	6
10.9 - Jurisdiction	6
10.10 - Notice to Proceed; Progress; Completion	6
10.11 - Ownership of Documents	6
10.12 – Subcontracts	6
10.13 - Term; Termination	7
10.14 - Notice	7
SECTION 11 - SPECIAL PROVISIONS	7

SECTION 2 - DESCRIPTION OF PROJECT

City desires to undertake _____,
hereinafter referred to as “project,” described in **EXHIBIT “A”** entitled
“ _____ ” and to engage Consultant to provide the required
professional services relating to it.

SECTION 3 - SCOPE OF SERVICES

Consultant shall perform those basic services in connection with the project as are set forth more particularly in **EXHIBIT “A”** and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

SECTION 4 - SCOPE OF SERVICES – ADDITIONAL SERVICES

It is understood by City and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in **EXHIBIT “A.”** In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). Consultant shall not proceed to perform any such required additional service until City has determined that such service is beyond the scope of the basic services to be provided, is required, and City has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as “Additional Consultant Service No. 1” and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached to **EXHIBIT “A”**.

SECTION 5 - COMPENSATION; PAYMENT OF FEES

Consultant shall be compensated for services rendered to City pursuant to this Agreement in the amounts, manner and in accordance with the payment schedule as set forth in **EXHIBIT “B”**. Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on the 1st day of the month, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this

Agreement. City will review each such invoice and retain them, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 6 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that Consultant will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement. It is expressly understood by all parties to this Agreement that Consultant makes no guarantee or warranty whatsoever to the success of this project.

SECTION 7 - RESPONSIBILITY OF CITY

To the extent appropriate to the project contemplated by this Agreement, City shall:

7.1 Assist Consultant by placing at Consultant's disposal all available information pertinent to the project, including previous reports and any other data relative to design and construction which may be applicable to it.

7.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant services.

7.3 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto, within a reasonable time so as not to delay the progress of the work by Consultant.

7.4 Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

7.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the project.

7.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

SECTION 8 - INDEMNIFICATION

Consultant shall hold City, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from any and all liability arising out of or relating to any negligent act or omission of Consultant or Consultant’s employees or agents in rendering the services required by this Agreement.

SECTION 9 - INSURANCE

- a. Unless modified in writing by City's Risk Manager, consultant shall maintain the following noted insurance during the duration of the Contract:

Coverage	<u>Required</u>	<u>Not Required</u>
Commercial General Liability	x	
Comprehensive Vehicle Liability	x	
Workers' Compensation and Employers' Liability	x	
Professional Liability Errors and Omissions		x

- b. Coverage shall be at least as broad as:
 1. Insurance Services Office form number CG-0001, Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, and property damage;
 2. Insurance Services Office form number CA-0001 (Ed. 1/87), Comprehensive Automobile Liability Insurance which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned, and hired vehicles;
 3. Statutory Workers' Compensation required by the Labor Code of the State

of California and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence;

- c. The General Liability and Automobile Liability policies are to contain or be endorsed to contain the following provisions:
 - i. City, its elected officials, officers, employees, agents, and volunteers are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of consultant; premises owned, leased or used by consultant; or automobiles owned, leased, hired, or borrowed by consultant. The coverage shall contain no special limitations on the scope of protection afforded to City its elected officials, officers, employees, agents, and volunteers.
 - ii. The insurance coverage of consultant shall be primary insurance as respects City, its elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents, and volunteers shall be in excess of consultant's insurance and shall not contribute with it.
 - iii. Coverage shall state that the insurance of consultant shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
 - iv. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice has been given to City. In addition, consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days' prior written notice has been given to City.
- e. Insurance is to be placed with insurers with a current AM Best's rating of no less than **A-VII**.
- f. Consultant shall designate the City of Anderson as a Certificate Holder of the insurance. Consultant shall furnish City with certificates of insurance and original endorsements affecting the coverage required by this clause. Certificates and endorsements shall be furnished to 1887 Howard Street, Anderson, California 96007. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager prior to the commencement of contracted services.

- g. The requirements as to the types and limits of insurance coverage to be maintained by consultant as required by this Contract and any approval of said insurance by City are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by consultant pursuant to this Contract, including without limitation provisions concerning indemnification.

- h. If any damage, including death, personal injury, or property damage, occurs in connection with the performance of this Contract, consultant shall immediately notify City's Risk Manager by telephone at 530-378-6646 (City Clerk's Telephone Number). No later than three (3) calendar days after the event, consultant shall submit a written report to City's Risk Manager containing the following information as applicable: (1) name and address of injured or deceased person(s); (2) names and addresses of witnesses; (3) name and address of consultant's insurance company; and (4) a detailed description of the damage and whether any City property was involved.

SECTION 10 - GENERAL PROVISIONS

10.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least (1) year following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of SECTION 4 hereinabove.

10.2 Assignment

This Agreement is binding to heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

10.3 Changes to Scope of Work - Basic Services

City may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution

of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

10.4 Compliance with Laws, Rules, Regulations

All services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder.

10.5 Conflict of Interest

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to any provisions of the Anderson Municipal Code relating to conflict of interest, or the provisions of any rules or regulations which may have been promulgated thereunder, then each such person will be required to comply with said provisions in connection with the services they render to the City under this Agreement. City shall advise Consultant of any such provisions prior to the date of execution of this Agreement.

10.6 Exhibits Incorporated

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

10.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement does not constitute an employer-employee relationship, a partnership or joint-venture relationship of any kind between the City of Anderson and the Consultant. Consultant is not an agent of the City and has no authority to commit the City in any way whatsoever. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

10.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

10.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement shall be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

10.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultants shall diligently proceed with the work authorized and complete it within the agreed time period.

10.11 Ownership of Documents

Title to all documents, drawings, specifications, and the like with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

10.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

10.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the work, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days' prior written notice of such termination to Consultant. In any event, termination of the Agreement is subject to the terms and provisions of **Exhibit "A"** of this Agreement.

10.14 Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

a. To City: **Jeff Kiser, City Manager**
City of Anderson
1887 Howard Street
Anderson, CA 96007

b. To Consultant: <xxx>

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such notices to the other.

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

CITY OF ANDERSON

<Consultant>

<Name>
City Manager

<Name>
<Title>

Date

Date

APPROVED AS TO FORM:

<Name>
City Attorney

Exhibit B

Debarment and Suspension Certificate

DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned firm, under penalty of perjury, certifies that, except as noted below, proposing firm and its principal:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Have not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Do not have a proposed debarment pending; and
- Have 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 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of project award, but will be considered in determining firm responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of this Request for Qualifications.

FIRM NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Exhibit C
Proposal Evaluation

Evaluation Process

All submittals will be evaluated by the City of Anderson Selection Committee. The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City requirements as set forth in this RFQ.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted. Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All other cost proposals will be returned unopened at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A submittal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of submittal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	15
3	Personnel	20
4	Scope of Services to be Provided	15
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	10
8	References	10
Subtotal:		75
No.	Interview Evaluation Criteria	Weight
9	Presentation by team	10
10	Q&A Response to panel questions	15
Subtotal:		25
Total:		100

1. Completeness of Response (Pass/Fail)

- Responses to this RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and will receive no further consideration.

2. Qualifications & Experience (15 points)

- Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants.

3. Personnel (20 points)

- Relevant experience, specific qualifications, and technical expertise of the key personnel.

4. Scope of Services to be Provided (15 points)

Detailed Scope of Services to be Provided when Requested by the City:

- Proposed scope of services is appropriate for all phases of the work. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- Project Deliverables. Deliverables are appropriate to schedule and scope set forth in above requirements.
- Cost Control and Budgeting Methodology. Proposer has a system or process for managing cost and budget. Evidence of successful budget management for a similar project.

5. Schedule of Work (10 points)

- Schedule shows completion of the work within or preferably prior to the City’s overall time limits.
- The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFQ.

6. Conflict of Interest Statement (Pass/Fail)

- Discloses any financial, business, or other relationship with the City that may have an impact upon the outcome of the contract or the construction project.
- Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Local Presence (5 points)

A statement addressing firm’s ability to establish an office within the County or surrounding area.

8. References (10 points)

Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

9. Presentation by Team (10 points)

Team presentation conveying project understanding, communication skills, innovative ideas, critical issues, and solutions.

10. Q&A Response to Panel Questions (15 points)

Proposer provides responses to various interview panel questions.

Exhibit D
Sample Schedule

Project Planner

Period Highlight: 1

Plan Actual % Complete Actual (beyond plan) % Complete (beyond plan)

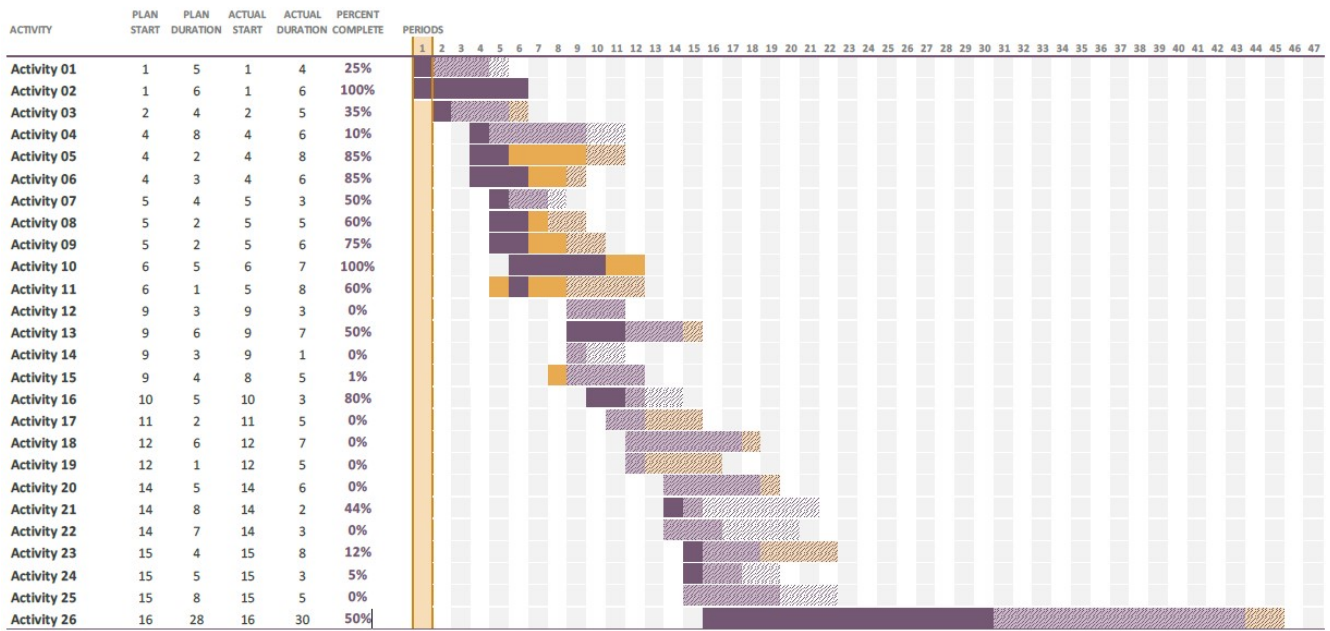


Exhibit E

Activity Classifications Form

Activity Classifications Form

Consultant Name: _____

Check the Activities

- Building**
- Architecture**
- Civil Engineering and Structural Engineering**
- Construction Management and Inspection**
- Electrical Engineering**
- Environmental Studies and Permitting**
- Environmental Documents**
- Floodplain Management**
- Geotechnical Engineering & Engineering Geology**
- GIS**
- General Plan**
- Land Development Planning**
- Land Surveying**
- Landscape Architecture**
- Materials and Water Quality**
- Mechanical Engineering**
- Pavement Management**
- Public Works Finance**
- Real Property Acquisition and/or Appraisal Services**
- Storm Water, Plans, Reports and Compliance (MS4)**
- Bridge Engineering**
- Water/Wastewater Conveyances, Pumping and Treatment**
- Transportation and Traffic Engineering**