City of Biggs

Agenda Item Staff Report
for the Regular City Council Meeting:
February 28, 2011 6:00PM

DATE: February 23, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Pete Carr, City Administrator

SUBJECT: Draft RFQ for City Engineer (Discussion/Action)

City administrator will present first draft of a Request for Proposals (RFQ) for city engineer contract services. Council may accept and direct publication, or request more staff work on the draft.

Background:

The city council in November directed the city administrator to draft an RFQ for publication as part of the city's ongoing validation of contract services. Solid waste hauling and law enforcement services competitive proposals were considered in 2010; this year the city seeks competitive proposals for city engineer services and is analyzing its contractual relationship with its electric utility association. All city contract services are schedule for review on a paced schedule.

Sample city engineer RFQ's were obtained from several jurisdictions, and a draft produced which is intended to represent best practices and expectations unique to the City of Biggs. If approved, the RFQ could be issued March 1st with a 30-60 day response timeframe.

Attachments: Draft 1 of City Engineer RFQ

Recommendation:

Approve as-is or with specified modifications, direct staff accordingly.

Fiscal Impact:

N/A.

REQUEST FOR QUALIFICATIONS

City of Biggs

CITY ENGINEER (Contract)

DRAFT
for
COUNCIL
REVIEW

Response Due:

April 1, 2011
No later than 4:00 P.M.

Submit Responses and Direct Questions to:

Peter Carr, City Administrator
City of Biggs
PO Box 307
465 C Street
Biggs, CA 95917

530.868.0100
530.868.5239 Fax

biggs1@biggs-ca.gov

REQUEST FOR QUALIFICATIONS
City Engineer
(Contract)

1. INTRODUCTION

The City of Biggs is seeking Statements of Qualifications from civil engineering firms interested in providing general engineering services for the City as City Engineer. The position is currently filled by California Engineering Company which has served as city engineer for over ten years and may be considered for continuing services without submission of formal proposal.

Pursuant to Section 66499.51(c) of the California Government Code, "*If there is no city engineer or county surveyor...the corresponding board and authority may employ competent engineers and surveyors to the extent necessary for the carrying out of the purposes of this division in the places subject to its jurisdiction, and the persons so appointed shall have the same authority and shall perform the same duties as are given to and enjoined upon city engineers and county surveyors, respectively, in like cases. The services of engineers and surveyors so employed shall be contracted for, examined, passed upon, audited and paid as are other debts contracted by such governing boards and authorities.*"

2. SCOPE OF SERVICES TO BE PROVIDED

A. Direct Personal Service and Advice

Attend meetings of the City Council, Planning Commission, Public Works Committee or other governing bodies or advisory committees, as requested, to provide general engineering advice and project status communication.

B. Review of Subdivision and Site Plan Proposals

Review and make recommendations concerning various subdivisions and site plan proposals regarding their conformance to applicable federal, state and local codes. Includes review and analysis of drainage plans, traffic impact reports, geotechnical reports and required utility infrastructure.

C. Observation of Improvement Installations

When required, observe, assess conformity to applicable regulations and report upon the installation of site improvement and subdivision public improvements.

D. Review, Approval and Direction Concerning Permits and Certificates

Review, assess conformity to requirements and take necessary action with respect to issuance of certificates and checking/approval of improvement plans, parcel and final subdivision maps and similar regulatory documents.

E. Miscellaneous Services

Provide professional engineering services not otherwise classified herein as requested by the City.

3. THRESHOLD QUALIFICATION REQUIREMENTS

A. Must be licensed as a civil engineer in the State of California.

B. Must be authorized to practice land surveying pursuant to the Professional Land Surveyor's Act (Chapter 15 [commencing with Section 8700] of Division 3 of the Business and Profession's Code) or registered as a civil engineer prior to January 1, 1982, pursuant to the Professions Engineers' Act (Chapter 7 [commencing with Sections 6700] of Division 3 of the Business and Profession's Code).

B. Desirable:

- Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer (QSD).
- Flood prevention expertise.
- Grant search, writing, application, coordination and administration experience and expertise.

4. SUBMITTAL REQUIREMENTS

A. General

1. Three copies of the Statement of Qualifications shall be submitted.

2. The proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Consultant and shall contain a statement to the effect that submitting a statement is a showing of real interest that will remain in effect for 90 days.

3. The Statement of Qualifications shall be concise, well organized and demonstrate an understanding of the required services. The statement shall be limited to thirty (30) one-sides pages (8 ½ inches x 11 inches), inclusive of resumes, graphics, forms, pictures, photographs, cover letter, etc. The Statement of Qualifications will become a public record upon submission.

4. All Statements shall be submitted according to the specifications set forth in the Request for Proposals. Failure to adhere to these specifications may be cause for rejection.

5. **Statements must be received no later than 4:00 P.M. on April 1, 2011, and shall be addressed to:**

   Peter Carr
   City Administrator
   City of Biggs
   PO Box 307
   465 C Street
   Biggs, CA 95917

B. Contents

1. **<u>Executive Summary</u>**

   Include a 1-2 page overview of the entire Statement of Qualifications highlighting its most important elements.

2. **<u>Identification of the Individual/Firm</u>**

a. Legal name and address of company

b. Legal form of company (partnership, corporation, joint venture, individual, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member.

c. Name, title, address and telephone number of the person to contact regarding the proposal.

d. Name[s] and office address[es] of key personnel, including any ongoing subconsultants.

3. Experience and Technical Competence

The Consultant shall describe his/her experience in completing similar consulting efforts. Projects currently being performed may be submitted for consideration. Biggs review committee and city council will be most interested in projects and engagements performed for local government agencies.

4. Local Sensitivity and Knowledge

The Consultant shall describe his/her understanding of familiarity with the City of Biggs governmental and regulatory processes, as well as south Butte County regional issues. Include a description of the Consultant's knowledge of the environment and infrastructure systems and the Consultant's availability to city staff.

5. Schedule of Fees

a. The fee will be negotiated with the selected individual/firm and shall include all necessary resources, including labor, equipment, material and transportation required to provide the services outlined in the Scope of Services. In the event that a fee for the required services cannot be negotiated with the selected individual/firm, the city reserves the right to discontinue negotiations and begin negotiations with the second ranked firm.

b. The Statement of Qualifications must include a "schedule of fees" which lists each personnel classification that will work on projects for the City and the hourly rate charged

for each classification. The negotiated fee will be based upon the number of hours each personnel classification works on the required services.

6. References

List clients for whom similar work has been performed, with a brief description of the applications and the success of the applications and the name, title and phone number of a contact person.

5. SELECTION PROCESS

A. A Consultant Selection Committee to include one or two city council members will be established to review submitted Statements of Qualifications.

B. Based upon the proposals submitted, the Committee may select a short list of qualified firms; however, the City reserves the right to make the final consultant selection based solely upon evaluation of the written Statement of Qualifications, without short-listing firms or conducting oral interviews, should it find it to be in its best interest to do so.

C. The Committee and/or City Council may interview short-listed firms. Based upon the SOQ and interview, the Committee will rank the finalists as to qualifications. Finalists will be recommended by the Committee to the full City Council.

D. The Council will enter into negotiations with the selected individual or firm. The negotiations will cover scope of work, contract terms and conditions, and schedule of fees. If the Council is unable to reach an acceptable agreement with the selected firm, the negotiations will be terminated and negotiations with the second ranked individual or firm will be initiated.

E. After negotiating a proposed agreement, the City Council will formally appoint the selected individual/firm as City Engineer for the City of Biggs.

6. EVALUATION CRITERIA

Consultant will be evaluated on the following criteria:

A. Project Understanding:

- Comprehension of the Scope of Services
- Awareness of the City's needs
- Demonstrated interest in the project

B. Individual/Firm Qualifications and Capability:

- A combination of experience, education and background with similar projects, especially with local government agencies
- Capability of developing innovative and advanced techniques

C. Experience:

- Relevant technical experience
- Relevant projects completed
- City's prior experience with the consultant
- Other cities' experience/prior experience with the consultant

D. Local Sensitivity:

- Governmental and regulatory agency familiarity
- Knowledge of the region
- Distance from site; availability

E. Financial Responsibility, Budgeting and Scheduling:

- Cost control techniques
- Punctuality/on time completion/within budget limits

7. SPECIAL CONDITIONS

A. Reservations

This RFQ does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFQ, or to procure or contract for work.

B. Right to Cancel

The City reserves the right to cancel, for any reason, in part or in its entirety, this RFQ.

C. Additional Information

The City reserves the right to request additional information and/or clarification from any or all respondents to this RFQ.

D. Professional Services Agreement

The selected individual/firm will be required to sign the attached standard Professional Services Agreement and submit all other required certifications and documentation prior to commencement of work.

E. Insurance Requirements

The City requires the individual/firm to obtain insurance as described in the Professional Services Agreement. The required insurance certificates must comply with all requirements of the standards as described in the contract and must be provided to the City prior to commencement of work.

CITY OF BIGGS - PROFESSIONAL SERVICES AGREEMENT

_____
Consultant

_____
Project Title

_____
Budget Account No.

THIS AGREEMENT, made and entered into this _____day of _____, 20___, by and between the CITY OF BIGGS, a municipal corporation, hereinafter referred to as "City," and _____, a corporation/a partnership/an individual, hereinafter referred to as "Consultant."

WITNESSETH:

SECTION 1 - ORGANIZATION AND CONTENTS.

This Agreement is divided into the following Sections:

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SECTION 2 – RESPONSIBILITY OF CONSULTANT

The Consultant shall be responsible for professional negligence which is the exercise of skill and ability as ordinarily required of engineers under the same or similar circumstances. The Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose or breach of fiduciary duty and shall only indemnify for failure to perform in accordance with the generally accepted engineering and consulting standards.

SECTION 3 – RESPONSIBILITY OF CITY

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

3.1 Assist Consultant by placing at his/her/its disposal all available information pertinent to the project, including previous reports and any other data relative to design and construction of the project.

3.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform his/her/its services.

3.3 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.

3.4 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.

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

3.6 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 4 – COMPENSATION; RETENTIONS

Consultant shall be compensated for services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in **EXHIBIT "C"** entitled **"COMPENSATION."** 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 or before the fifteenth (15th) day of the month next following the month or months, 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 make payment on each such invoice within thirty (30) days of receipt of it, 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 5 - INDEMNIFICATION

As an independent consultant, Consultant shall indemnify, and save harmless, the City Council, each member thereof, each officer and employee and agent from and against all loss, cost expense, or liability arising out of the negligent performance of the Consultant, but only for that proportion of such claims, costs, suits, and damages which reflect the percentage of all persons, firms, or corporations which results in said damages to the City.

SECTION 6 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the work to be performed and/or services to be rendered by Consultant pursuant to this agreement shall be as set forth in EXHIBIT "D", entitled SPECIAL PROVISIONS.

SECTION 7 - GENERAL PROVISIONS

7.1 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 one (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.

7.2 Assignment

This Agreement is binding on the 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.

7.3 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.

7.4 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.

7.5 Conflict of Interest Code Applicability

If City's Administrator has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of the Biggs Conflict of Interest Code, then each such person will be required to comply with the provisions of said Code in connection with the services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT "E" CONFLICT OF INTEREST DISCLOSURE PROVISIONS to this Agreement.

7.6 Exhibits Incorporated

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

7.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. 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.

7.8 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.

7.9 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 is found to 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.

7.10 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, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period.

7.11 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.

Notwithstanding the above, all computer financial models including without limitation compilations of formulas and spreadsheet models used or developed by the Consultant in performing its work are proprietary and shall remain property owned solely by the Consultant.

7.12 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.

7.13 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. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least sixty (60) days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all service rendered and work performed for City to the date of such termination.

7.14 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: City Administrator
City of Biggs
465 C Street
Biggs, CA 95917

b. To Consultant: _____
_____
_____

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 BIGGS

By: _____
Peter R. Carr, City Administrator

APPROVED AS TO FORM:

_____
City Attorney

CONSULTANT

_____
(Name of Firm)

_____
(Type of Organization)

By: _____
(Title)

_____
(Signature)

_____
(Printed Name)

CITY OF BIGGS – PROFESSIONAL SERVICES AGREEMENT
CITY ENGINEER

EXHIBIT "D"

SPECIAL PROVISIONS

INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1.	General Liability: (Including operations, products and completed operations, as applicable.)	**$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2.	Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3.	Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.
4.	Errors and Omissions Liability:	**$1,000,000** per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

CITY OF BIGGS - PROFESSIONAL SERVICES AGREEMENT
CITY ENGINEER

EXHIBIT "E"

CONFLICT OF INTEREST DISCLOSURE PROVISIONS
APPLICABLE CITY CONFLICT OF INTEREST CODE DISCLOSURE CATEGORIES
(Per the city's Conflict of Interest Code)

Pursuant to the provisions of the city's Conflict of Interest Code, as well as the Model Conflict of Interest Code promulgated by the State Fair Political Practices Commission in Section 18730 of Title 2 of the California Code of Regulations which is incorporated by reference into the city's Conflict of Interest Code, the City Manager has determined that the following natural persons employed by Architect/Consultant/Engineer and identified in (1) A below in connection with the city's project, will be required to report as provided by the Code in the Disclosure Categories indicated in (2) below. Accordingly, each such person shall, within 30 days after the execution of this Agreement, and on or before April 1 of each year during the term of this Agreement, and within 30 days after completing performance of all duties and obligations under this Agreement, file a Disclosure Statement with the City Clerk which sets forth all of the information pertaining to the required disclosure categories as identified herein. Such persons further understand and agree that if he/she/they fail to comply with the city's Conflict of Interest Code and/or fail to file the required Disclosure Statement, he/she/they will be subject to the criminal penalties and civil sanctions provided for in Section 81000 et seq. of the California Government Code.

(A) **Identification - Consultant Project Manager(s)/Principal(s) Required to File Disclosure Statements**

(1) _____
Name/Title

(2) _____
Name/Title

(3) _____
Name/Title

(4) _____
Name/Title

(2) **Required Disclosure Categories**

Required Project Manager(s)/Principal(s) Disclosure Categories

1. **Investments in Business Entities**

- ☐ Any direct or indirect investment in a business entity worth more than $1,000 where the business entity is located or doing business in the city.
- ☐ Any direct or indirect investment in a business entity worth more than $1,000 where the business entity is engaged in contracting with or selling to the city.

- ☐ Any direct or indirect investment in a business entity worth more than $1,000 where the business entity is located or doing business in the city and is engaged in the building and construction industry.

2. **Interests in Real Property**

- ☐ Any direct or indirect interests in real property worth more than $1,000 where the real property is located within the city or within two miles of the city's boundaries.

(3) **Sources of Income**

- ☐ Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating $250 or more in value, where the source of income is located or doing business in the city.

- ☐ Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating $250 or more in value, where the source of income is engaged in contracting with or selling to the city.

- ☐ Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating $250 or more in value, where the source of income is located or doing business in the city and engaged in the building and construction industry.

(4) **Business Entities in Which the Consultant Project Manager(s)/Principal(s) are Director(s), Officer(s), Partner(s), Trustee(s), Employee(s), or Holds Any Position in Management.**

- ☐ Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business in the city.

- ☐ Any business entity in which such individual(s) is a director officer, partner, trustee, employee, or holds any position in management where the business entity is engaged in contracting with or selling to the city.

- ☐ Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business in the city and is engaged in the building and construction industry.