



City of Pleasant Hill

**REQUEST FOR QUALIFICATIONS
FOR THE
CITY OF PLEASANT HILL**

**ACTING CITY SURVEYOR AND LAND SURVEYING
SERVICES**

October 12, 2023

Statement of Qualifications Due:

November 15, 2023, by 3:00 PM

Deliver Statement of Qualifications via email to:

**Ryan Cook
Senior Civil Engineer
rcook@pleasanthillca.org
Engineering Division
100 Gregory Lane
Pleasant Hill, CA 94523**

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR THE
CITY OF PLEASANT HILL
ACTING CITY SURVEYOR AND LAND SURVEYING SERVICES**

A. INTRODUCTION

The City of Pleasant Hill (CITY), through the Community Development Department Engineering Division, requests a Statement of Qualifications (SOQ) from firms desiring to provide Acting City Surveyor and/or land surveying on various CITY and development projects.

B. PURPOSE OF THIS RFQ

The purpose of the request is to obtain a Statement of Qualifications from consulting firms providing surveying services, to evaluate their qualifications through an interview process, and to select the most qualified firm(s) to provide Acting City Surveyor and/or land surveying services on various CITY and development projects.

C. SCOPE OF SERVICES

The selected consultant will provide a variety of surveying services, which may include but not be limited to the following:

- a) Review Final and Parcel maps for technical accuracy.
- b) Review plat maps and legal descriptions for technical accuracy.
- c) Prepare plat maps and legal descriptions
- d) Sign and stamp documents as required by the Subdivision Map and Professional Surveyor's Act.
- e) Provide project site surveys.
- f) Provide project-level property surveys.
- g) Construction staking and field checking of street monuments.
- h) Provide professional consulting on surveying issues.
- i) Assist staff in obtaining Records of Surveys, maps, and other survey records from County records.

D. TERMS AND CONDITIONS

The selected consultant(s) will work under an Agreement over the next five (5) years. The terms and conditions of the agreement will be on an agreed time and material basis with a –not-to-exceed fee. The prime consultant will be responsible for sub-consulting as required. The consultant's attention is directed to the attached sample Agreement (Attachment A). Please pay close attention to the Insurance and Indemnification requirements. None of the language in the agreement is negotiable. The usage of the services is on an as-needed basis, so the services will only be requested if the demand is there. There is no guarantee for work.

E. NECESSARY QUALIFICATIONS OF THE CONSULTANT

- a) Eligible firms shall be those with appropriate, recent experience and demonstrated knowledge of land surveying and as Acting City Surveyor

- b) Eligible firms must have an office located in the San Francisco Bay Area.

F. FORMAT OF SOQ

The SOQ is to be submitted electronically in PDF format and is limited to 15 pages, including brochures. The fee schedule, covers, and dividers are not included in the page count. The SOQ can be submitted as an attachment to the email if the file size does not exceed 15 MB. Otherwise, the Consultant will need to provide a shared link for the City to download the SOQ. The Consultant is requested to include the following information in the SOQ:

- a) Cover letter: Describe your firm's interest and personnel commitment to the PROJECT and office location for quick and efficient response to CITY's requests. The individual authorized to negotiate the contract with the CITY must sign the letter. The cover letter should identify and describe any distinguishing features or capabilities that make your firm a superior choice to perform the work (2 pages maximum).
- b) Firm Experience: Submit a brief history of your firm's experience providing similar city surveyor and land surveying services that best illustrate your qualifications. Include sub-consultants and a description of their proposed services where applicable (5 pages maximum).
- c) Personnel Experience: Submit an organizational chart and a brief history of your project team members' experience and accreditations. (5 pages maximum). Resumes of the team members may be included as an attachment to the SOQ and will not be included in the page count.
- d) Provide a statement indicating no conflict of interest to work in the CITY.
- e) List of contracts/agreements terminated for convenience or default within the past three years, if any.
- f) List any litigation that now affects or may affect the consultant firm's ability to perform in the future.
- g) Confirm your firm's ability to meet contract and insurance requirements.
- h) Professional References
- i) Describe why you want to be considered and provide any other necessary information (2 pages maximum).
- j) Submit a current fee schedule listing the standard hourly personnel rates for map/plan review (the fee Schedule will not be included in the page count of the SOQ.)

G. SHORTLIST SELECTION PROCESS

A review committee will evaluate all responses to the Request for Qualifications (RFQ) that meet the submittal requirements and the submittal deadline. Submittals that do not meet the submittal requirements or the deadline will not be considered.

H. SELECTION CRITERIA AND SCORING

CITY intends to review each SOQ for responsiveness to the requirements of this RFQ and to evaluate each responsive SOQ according to the following criteria:

- Overall responsiveness to the Request for Qualifications
- Qualifications, experience, and commitment of the Project Manager and team.

- Understanding of the proposed scope of services.
- Ability to respond in a timely manner.
- Specific experience with Map checking and review.
- Ability to execute and abide by the CITY’s Standard Professional Services Agreement.

Each member of the Selection Panel will score and rank each SOQ independently. Subsequently, the Panel will then meet to discuss and determine the final scores and ranking. SOQs will then be ranked from the highest to the lowest based on their final scores to determine a shortlist if a shortlist is necessary. A shortlist of consultant firms will be established and contacted in writing for interviews. It is anticipated that short-listed consultant firms will be limited to two (2) finalists.

I. FINALIST SELECTION PROCESS

A single set of interviews with the pair of top-ranking firms may be held to establish the final ranking. Approximately fifteen minutes will be allowed for presentations and fifteen minutes for questions by the Selection Panel. The consultant's primary proposed acting city surveyor must be present.

At the time of the interview, consultant firms shall provide resumes of key personnel they intend to use on the project.

The Selection Panel will evaluate the finalist teams and rank the consultants. The final ranking of consultants will be based on the Statement of Qualifications and ratings from the interview.

The CITY may proceed with a Professional Services Agreement with the top-ranking firm(s). Then, the CITY will negotiate a project task order with each consultant based on each firm’s unique characteristics and talent as CITY projects become available. If the CITY and the Consultant cannot reach an agreement in the negotiation, the CITY will terminate the negotiation and, at its option, negotiate with the next Consultant.

J. CONSULTANT SELECTION SCHEDULE

The following schedule has been established for conducting this consultant selection process. The City of Pleasant Hill reserves the right to modify this schedule at any time.

Issuance of Request for Qualifications	October 12, 2023
Last Day to Submit Questions	November 9, 2023
Statement of Qualifications Due	November 15, 2023
Notification of Short List of Candidate Firms	November 22, 2023
Approximate Date for Interviews (if needed)	November 30, 2023

K. QUESTIONS AND INQUIRIES

To ensure fairness in the selection process, all communication or requests for information related to this RFQ shall be directed to Ryan Cook, Senior Civil Engineer, at (925) 671-5252 or via email at rcook@pleasanthillca.org. Any clarifications or answers provided by CITY staff in response to questions posed will be shared with all responding firms.

L. DELIVERY OF RESPONSES

All responses to this RFQ must be received by Ryan Cook, Senior Civil Engineer,

rcook@pleasanthillca.org, City of Pleasant Hill, Engineering Division, by 3:00 PM PST, November 15, 2023. SOQs received after the stated deadline will not be accepted. Advance submittals are permitted. The CITY will not be liable for any costs incurred by the consultant's incidentals to the preparation of SOQs.

An electronic copy of the document shall be submitted to the email address with the following Subject line below:

ATTN: Ryan Cook

rcook@pleasanthillca.org

Subject: "STATEMENT OF QUALIFICATIONS – Acting City Surveyor"

Submission of an SOQ indicates acceptance by the consultant of the conditions contained in this RFQ unless clearly and expressly noted in the SOQ submitted and confirmed in the contract between the City of Pleasant Hill and the consultant selected.

M. CONCLUSION

The CITY reserves the right to accept or reject any or all Statements of Qualifications, or to alter the selection process in any way, to postpone the selection process for its convenience at any time, and to waive any defects in the Statement of Qualifications. The CITY also reserves the right to accept or reject any individual sub-consultant that a candidate proposes to use.

This RFQ and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the CITY and the Consultant. By submitting a response to this RFQ, the successful Consultant agrees to execute in substantially the form attached to this RFQ as a Professional Services Agreement (Attachment A). The CITY reserves the right to negotiate any and all terms of the agreement, including the Terms, Scope of Service, and Compensation.

Each candidate submitting a Statement of Qualifications in response to this RFQ acknowledges and agrees that the preparation of all materials for submittal to the CITY and all presentations, related costs, and travel expenses are the candidate's sole expense. The CITY shall not, under any circumstances, be responsible for any cost or expense incurred by the candidate. In addition, each candidate acknowledges and agrees that all documentation and materials submitted with the SOQ shall remain the property of the CITY.

Each candidate should be aware that, although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the CITY might not be in a position to establish that the information, that a candidate submits, is a trade secret. If a request is made for information marked "confidential," the CITY will provide the candidate who submitted such information with reasonable notice to allow the candidate to seek protection from disclosure by a court of competent jurisdiction.

The selected Consultant(s) shall procure, at its own expense, and keep in effect during the term of any agreement with the CITY the types and amounts of insurance as specified in Attachment A to this RFQ.

N. LIST OF ATTACHMENTS

Attachment A Sample Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____, 202__, by and between the City of Pleasant Hill ("City") and _____, ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:

[Insert description of services to be provided] OR "Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than _____.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed _____ without additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the

property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant will not:

a. make a governmental decision whether to:

1. approve a rate, rule, or regulation;
2. adopt or enforce a law;
3. issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
5. grant City approval to a contract that requires agency approval and to which the City is a party, or to the specifications for such a contract;
6. grant City approval to a plan, design, report, study, or similar item;
7. adopt, or grant City approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

b. serve in a staff capacity with the City and in that capacity participate in making a governmental decision as defined in 2 California Code of Regulations ("C.C.R") § 18704(a) and (b) or perform the same or substantially all the same duties for the City that

would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code under 2 C.C.R. § 87302. (2 C.C.R. § 18700.3.)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies. To the extent that any portion of the following requirements are satisfied through excess or umbrella coverage, such coverage shall be maintained on the same terms as are required for the primary policies under this Agreement.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

[If the Consultant does not have any employees, add the following to the end of subparagraph i.: "This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit __."]

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial

general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than two million dollars (\$2,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than two million dollars (\$2,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Pleasant Hill, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

e. Wasting Policies. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

f. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Pleasant Hill business license.

13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Contra Costa, Martinez, California.

14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Pleasant Hill

100 Gregory Lane
Pleasant Hill, CA 94523-3323

If to Consultant: **[add name and address]**

15. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall

be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

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

21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement shall be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

22. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF PLEASANT HILL:

CONSULTANT:

June W. Catalano, City Manager

By: _____

Title: _____

Business License # _____

APPROVED AS TO FORM:

ATTEST:

Janet E. Coleson, City Attorney

Danielle Navaro, City Clerk

Attachments: Exhibit A – Scope of Services and Schedule of Charges

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of _____, 20__, at _____, California.

[Add Consultant's name and title]