



**TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: October 14, 2014

**SUBJECT: AWARD OF CONTRACT NOT TO EXCEED \$149,966 FOR RFP #2298, PARKS FACILITIES CONDITION ASSESSMENT AND MAINTENANCE ANALYSIS**

**Report in Brief**

Earlier this year staff presented a report to the City Council which identified costs associated with the City's infrastructure backlog, not including park facilities. This was because a comprehensive assessment of the park infrastructure backlog was necessary before any conclusions could be made on the funding and priority needs for backlogged repair and maintenance of the City's park system.

On August 29, 2014 the City issued a formal Request for Proposals (RFP) to perform a parks facilities condition assessment and maintenance analysis. Five firms responded to the RFP and were subsequently interviewed by a team of City staff. Verde Design was selected by the team as the most qualified firm to perform the work and a not-to-exceed amount was negotiated as compensation for the project.

Staff recommends that City Council select Verde Design as the best qualified firm to complete this project for the City and authorize the City Manager to execute a contract with Verde Design in the not-to-exceed amount of \$149,966.

**Background**

The City Council developed five priority focus areas for this fiscal year. The staff recommendation in this report addresses one of the priority focus areas as follows:

**Infrastructure Maintenance**

- Maintain existing infrastructure & facilities in a safe and operational condition
- Implement strategies that optimize all modes of travel through the City
- Implement strategies that address sewer needs
- Implement strategies that address pavement & roadway needs
- Identify backlogged park infrastructure maintenance needs

On January 28, 2014 staff presented a report to the City Council which provided an Update on the City's Long-Term Post Employment Liabilities and Infrastructure Backlog. The report identified the magnitude of the City's unfunded long-term post-employment liabilities and infrastructure backlog. On February 11, 2014 Council directed staff to obtain an accurate assessment on the level of deferred

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maintenance in the Park System and authorized a budget of \$150,000. The study is to include a comprehensive inventory of park assets with condition assessments. Infrastructure such as playgrounds, irrigation systems, pathways/hardscapes, sports facilities (courts/ballfields/grass athletic fields), ornamental landscapes, natural areas, landscaped medians and other special amenities were to be included in the assessment.

The City issued a Request for Proposal notice in accordance with the City of Concord Procurement Policy on August 29, 2014 to perform the parks facilities condition assessment and maintenance analysis authorized by Council. Fourteen (14) firms were solicited and the Notice to Bid was also published on the City's website via Public Purchase System (which includes over hundreds of registered vendors), posted in the glass box outside of the Finance building, and sent to the Concord Chamber of Commerce. Five (5) companies submitted proposals by the deadline of 4:00 PM on September 18, 2014.

**Discussion**

The Scope of Services for this project includes all the necessary studies and documentation to perform a comprehensive review and evaluation of the City's park system. The asset evaluation will include an analysis of the existing construction, structural integrity, mechanical and electrical systems, building management systems, code compliance issues and potential hazards. Examples of what the study will encompass include park assets such as paving, walkways, walls, fences, exterior lighting, irrigation system components, play structures, pools, and other park amenities. The review of all major building and park systems will include a rating based on overall integrity, probable useful life, and need for periodic system maintenance or replacement. The evaluation will also include a recommended budget for annual routine/preventive maintenance needs and a capital budget for short and long term improvements.

A draft report for staff comment and a final report with the evaluation and recommendations listed for each facility are deliverables of this project. The final report will include a summary table/matrix of city facilities and include a list of all facility/building elements/assets with a rating for each building system and an overall rating. Each facility will have a list of recommended improvement projects and a schedule and estimated budget for these projects. The report will provide recommendations on current deferred maintenance, ongoing maintenance policies and procedures, identification of best practices to avoid or reduce future capital costs, and a proposed schedule for all recommended improvements. At the end of the study period the consultant will present the results of the Facilities Condition Assessment as follows: to City staff; to the Parks, Recreation and Open Space Commission and to the City Council.

Verde Design's experience working on similar projects and their readiness to move quickly on critical path tasks is a key efficiency factor. References for Verde Design made it abundantly clear that the company has the knowledge, skills, and experience to quickly and effectively perform this work. Staff recommends that City Council select Verde Design as the best qualified firm to complete this project for the City and authorize the City Manager to execute a contract with Verde Design in the not-to-exceed amount of \$149,966.

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**Fiscal Impact**

Funding for this project was allocated during the FY 2013-14 mid-year budget adjustments and rolled into the FY 2014-15 adopted budget.

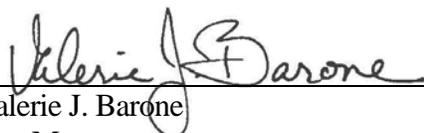
**Public Contact**

Fourteen (14) firms were solicited and the Notice to Bid was also published on the City's website via Public Purchase System (which includes over hundreds of registered vendors), posted in the glass box outside of the Finance building, and sent to the Concord Chamber of Commerce.

**Recommendation for Action**

Staff recommends that City Council select Verde Design as the best qualified firm to serve the overall interests of the City and authorize the City Manager to execute a contract with Verde Design in the not-to-exceed amount of 149,966.

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Attachment A: Request for Proposals #2298  
Attachment B: Cost proposal dated October 8, 2014 – Verde Design, Inc.



## REQUEST FOR PROPOSALS (RFP) #2298

### Park Facilities Condition Assessment/ Maintenance Analysis

<b>RFP Issued</b>	August 29, 2014
<b>Questions</b>	Any questions, inquiries and matters of coordination regarding the RFP process and required services be submitted by e-mail to <a href="mailto:meaghan.hardesty@cityofconcord.org">meaghan.hardesty@cityofconcord.org</a> . <b>Telephone inquiries will not be accepted.</b>
<b>Proposal Due Date/ Location</b>	<b>September 18, 2014 @ 4:00 PM</b> <b>Submittals To:</b> Justin Ezell, Director of Public Works Public Works Department 1455 Gasoline Alley, Concord CA 94520  All Proposers should email their intention to submit a proposal to <a href="mailto:meaghan.hardesty@cityofconcord.org">meaghan.hardesty@cityofconcord.org</a> .

**Contact person for the above RFP:** Justin Ezell  
Email: [meaghan.hardesty@cityofconcord.org](mailto:meaghan.hardesty@cityofconcord.org)

# REQUEST FOR PROPOSALS (RFP) # 2298

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(See Following Page)

## EXHIBITS

### PROPOSAL SUBMISSION REQUIREMENTS TABLE:

		Must be submitted with Proposal*
Exhibit A	Total Cost Proposal Form (2 pgs)	√
Exhibit B	Technical Proposal Form (3 pgs)	√
Exhibit C	Exceptions to Specifications/Requirements (1 pg)	√
Exhibit D	W-9 Form (1 pg)	√
Exhibit E	Local Vendor Preference (1 pg)	
Exhibit F-1	Sample Purchase Order (PO) Terms and Conditions (2 pgs)	
Exhibit F-2	Sample Contract (12 pgs)	
Attachment A	List of Facilities (16 pgs)	

*\*Items not submitted as instructed in this RFP may result in lower scores.*

## **I. STATEMENT OF WORK**

### **A. General**

#### Description

The City of Concord seeks proposals from qualified firms to conduct a Facilities Condition Assessment and Maintenance Analysis of park system assets. Consultants shall determine how much funding must be set aside each year in order to properly maintain park system facilities to meet desired service levels. The report should outline a plan for ongoing and major facility improvements over the next 20 years and establish a lifespan and replacement analysis of each park system asset.

#### Background

The City of Concord is a general law city of the State of California located in Contra Costa County and has a population of about 125,000. Earlier this year staff presented a report to the City Council which identified costs associated with the City's infrastructure backlog. The report did not account for deferred maintenance within the City's park and landscaped median/streetscape system. Information from this study will be used to update the City Council on the full magnitude of the City's Infrastructure Backlog.

### **B. Scope of Services**

The Scope of Services involves all necessary analyses and documentation to perform a comprehensive study and evaluation of the City's park system. In general, the scope of work shall involve the following:

1. Facility inspection and evaluation.

Consultant will inspect assets at each location listed in Attachment A in order to evaluate their current condition, report any existing physical or operational deficiencies, and provide cost estimates for repair work and replacement.

The asset evaluation should include an analysis of the existing construction, structural integrity, mechanical and electrical systems, building management systems, code compliance issues and potential hazards. The evaluation will include meetings with staff and collection of available data and maintenance history from designated Public Works maintenance staff. Review of all major building and park systems shall include a rating based on overall integrity, probable useful life, and need for periodic system maintenance or replacement. Evaluation should include a recommended budget for annual routine/preventive maintenance needs and a capital budget for short and long term improvements.

The criteria used to evaluate building and park systems and equipment shall include current overall condition, age, effectiveness, efficiency, safety, code compliance as per year constructed, and other considerations that impact maintenance and/or replacement. The analysis should include recommendations on scheduling short and long term improvements. Review shall include conformance with sprinkler requirements and fire and safety regulations, but it will not include ADA accessibility compliance unless the consultant

identifies ADA accessibility as an obvious significant infrastructure component and major building system (ADA compliance has previously been evaluated through a separate report).

Major building and park systems in the analysis should include but not be limited to: Site (paving, walkways, walls, fences, exterior lighting, parking lots); roofing and drainage systems; building exterior (doors, walls, windows, stairs, fire escapes, structural/foundation, masonry, entrances/exits, and woodwork); building interior (flooring, stairs, lighting doors, bleachers, finishes); HVAC (boilers/furnaces, air conditioning systems/units); plumbing (water distribution, drainage and sewer/septic, fixtures); electrical (distribution, technical infrastructure/cabling, elevators, emergency generators); fire & security (alarms, fire detection, fire protection); irrigation systems (wells, pumps, controllers, valves); park amenities (barbeques, play structures, furniture, tennis, bocce and basketball courts, trash enclosures, information boards, scoreboards, gazebos); sports fields (rigid structures, lighting systems, batting cages, etc.); landscaping (trees and other living material); pool and spray park (pumping and filtration systems, concrete, stucco, showers, etc.). Special attention must also be given to the irrigation/ornamental ponds within parks, considering their operation, depth and other factors, and making recommendations and providing cost estimates for sediment removal and/or any other special need for the health and overall operation of the pond.

Consultant should identify energy conservation opportunities within all facilities inspected, however, cost estimates and/or payback schedules for energy conservation projects do not need to be provided.

## 2. Lifespan and replacement analysis.

Consultant will estimate the average remaining useable life of assets located at each facility listed in Attachment A. Useable life is the estimated time period the asset will be in use before it must be replaced. Consultant will estimate the replacement cost for each asset located at each facility listed in Attachment A. Replacement costs shall include buildings and all infrastructure and systems. Cost estimates shall be based on the current costs for design, construction, and other pertinent factors.

## 3. Report and presentation.

Consultant will prepare both a draft report for staff comment and a final report with the evaluation and recommendations listed for each facility. At a minimum, the report should include a summary table/matrix of city facilities and include a list of all facility/building elements/assets with a rating for each building system and an overall rating. Ideally, the study will incorporate a GIS component that includes geographic points for each facility location with specific asset information and photographs that can be provided to the City in shape files. Each facility shall have a list of recommended improvement projects and a schedule and estimated budget for these projects.

The report shall provide recommendations on current deferred maintenance, ongoing maintenance policies and procedures, identification of best practices to avoid or reduce future capital costs, and a proposed schedule for all recommended improvements. The report shall include a replacement schedule for all large cost items such as roofs. The report shall recommend industry standards/best practices for facility maintenance software applications. The Consultant will present the results of the Facilities Condition Assessment as follows: to

City staff; to the Parks, Recreation and Open Space Commission and to the City Council. This will require attendance at three separate meetings intended for formal presentations.

## II. INSTRUCTIONS TO PROPOSER

### A. Reservation of Rights

To the fullest extent permitted by law, the City reserves the right to award any combination of services, reject any or all proposals, and/or waive informalities, minor irregularities, inconsequential deviations, and minor variations from specifications in proposals received. The City may accept any item or group of items of any proposal which will produce the most satisfactory results suited to the City's requirements. An "Evaluation Committee" comprised of City staff or such other persons as City may select in its sole discretion shall determine which proposer has submitted the proposal that best serves the overall interests of the City and attains the highest overall evaluation score. If no responsive proposals are received, the services performed or the supplies or equipment furnished may be obtained without further competitive bidding.

### B. Schedule of Events

The City currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary.

RFP Timeline:

Date	Time	Activity
August 29, 2014	5:00 PM	RFP Issued
		<u>Question/Answer Process:</u> Any questions, inquiries and matters of coordination regarding the RFP process and required services be submitted by e-mail to <a href="mailto:meaghan.hardesty@cityofconcord.org">meaghan.hardesty@cityofconcord.org</a> . <b>Telephone inquiries will not be accepted.</b>
September 18, 2014	4:00 PM	Proposal Due <u>Submittals To:</u> Justin Ezell, Director of Public Works Public Works Department, City of Concord 1455 Gasoline Alley Concord, CA 94520

Timeline following submittal of proposals:

Date	Activity
October 3, 2014	Complete evaluation of proposals and interviews (if required)
October 10, 2014	City and Consultant complete scope, fee and contract negotiations

Date	Activity
October 28, 2014	Contract Awarded
	<i>City Council Approval may be required depending on cost of proposal.</i>

**C. Pre-Proposal Conference**

There will be no pre-proposal conference.

**D. Subcontractors**

Each proposal shall include a list for approval by the City of all subcontractors that proposer contemplates using. Once approved, the list shall not be changed without prior written permission of the applicable City.

**E. Examination of Requirements**

Before submitting a proposal, each proposer shall be held responsible for having examined this RFP, being familiar with Applicable Laws (defined in Section H). Failure to do so will be at the proposer’s own risk and relief on a plea of error cannot be secured. This may be cause for the annulment of the award.

**F. Questions, Interpretations, or Corrections of Proposal Document**

Questions regarding this RFP must be submitted in writing by email to the City’s contact for this RFP with the referenced RFP number clearly stated in the ‘subject area’. Email address: [Meaghan.Hardesty@cityofconcord.org](mailto:Meaghan.Hardesty@cityofconcord.org).

All clarifications, corrections, or changes to this RFP will be made by a formal written addendum or addenda to the RFP issued by the City (“Addendum” or “Addenda”) only. Each Addendum (if any) shall automatically become part of this RFP and thus part of the Contract Documents. “Contract Documents” means, collectively, this RFP, the chosen proposer’s written proposal (as modified by any written best and final offer accepted by the City), the final contract executed between the City and the chosen proposer, and any amendments executed in writing by the City and the chosen proposer.

Proposer shall not rely upon interpretations, corrections, or changes made in any other manner, (e.g. whether by telephone, in person, or any type of writing) other than an Addendum. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued will be posted on the City’s website at [www.cityofconcord.org/business/purchasing](http://www.cityofconcord.org/business/purchasing). Notifications may (but are not required to) be sent to all known proposers by email; however it is the proposer’s sole responsibility to ascertain that it has received all Addenda issued for this RFP.

*Please note that the City does not use any bidding service nor is responsible for ensuring that proposer’s have updated, accurate information. It is the proposer’s responsibility to be informed of any changes, revisions or updates by contacting the Purchasing Agent or by going to City’s website at [www.cityofconcord.org/business/purchasing](http://www.cityofconcord.org/business/purchasing). If wholly electronically available, RFP documents and any Addenda are posted on the City’s website.*

## **G. Prices, Notations, and Mistakes**

No charge shall be allowed for the preparation of a response to this RFP or negotiation or drafting of any other Contract Documents. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the proposal. Prices quoted shall be F.O.B. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the submittal will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail. If the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

## **H. Agency Compliance/License**

Proposer shall comply with all applicable Federal, State of California, and local laws, rules, and regulations (including labor laws, and the Concord Municipal Code) and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material (“Applicable Law”). All transactions related to any of the Contract Documents shall be governed by the laws of the State of California, and trial of any action brought in connection with the RFP or the Contract Documents shall be held exclusively in a state court in the County of Contra Costa, California.

## **I. Modifications and Withdrawal**

Submittals may not be modified after proposal due date. Proposers may withdraw proposals at any time before the proposal opening, provided that a request in writing, executed by the proposer or its duly-authorized representative for the withdrawal of such proposal, is file with the City prior to the time fixed for the opening of proposals. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal.

## **J. California Public Records Act, Confidential/Proprietary Information**

All documents submitted in response to this RFP will become the property of the City, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Any confidential or propriety information as defined by the California Public Records Act (“Confidential Information”) must be enclosed in a separate folder or envelope clearly marked as “CONFIDENTIAL/PROPRIETARY INFORMATION” and submitted with the rest of the proposal. Proposal submittals where all information is so marked will be disregarded and made available pursuant to the CPRA. However, proposer (by virtue of submitting its proposal or any Confidential Information) acknowledges that City has not made any representations or warranties that Confidential Information is exempt from disclosure under Applicable Laws.

If City's City Attorney, in his or her discretion, determines that release of Confidential Information is required by Applicable Laws, including pursuant to order of a court of competent jurisdiction, City shall notify the applicable proposer of City's intent to release Confidential Information. Proposer shall have five (5) calendar days after the date of City's notice (“Objection Period”) to deliver to City a written objection notice which includes (1) justification

for non-disclosure of all or any portion of the requested Confidential Information, and (2) legally binding confirmation of proposer's indemnity and release obligations as set forth in this section ("Objection Notice"). City may release the Confidential Information if (i) City does not timely receive an Objection Notice, (ii) a final and non-appealable order by a court of competent jurisdiction requires City to release Confidential Information, or (iii) the City's City Attorney, in his or her discretion, upon review of the Objection Notice, determines that it does not satisfy the requirements set forth in this section or that the requested Confidential Information is not exempt from disclosure under the Applicable Laws. If the City Attorney, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Applicable Laws, City may redact, delete, or otherwise segregate the Confidential Information that will not be released from the portion to be released, and may key by footnote or other reference to the appropriate justification for not disclosing the unreleased Confidential Information. Proposer shall defend, indemnify and hold harmless City and its officers, officials, employees, volunteers, agents, attorneys, and representatives (collectively, "Indemnitees") from and against any and all Claims arising out of or in any way connected with disclosure or non-disclosure of any Confidential Information. "Claim" or "Claims" means any and all present and future liabilities, claims, demands, obligations, grievances, judgments, orders, injunctions, causes of action, assessments, losses, costs, damages, fines, penalties, expenses, suits or actions of every name, kind, description and nature (including attorneys' fees and costs), whether brought forth on account of damages, injuries to or death of any person or damage to property, known or unknown, and whether now existing or hereafter arising, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any of the foregoing or any action or proceeding brought thereon.

Proposer hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with any Confidential Information. Proposer is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As such relates to this Section, proposer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

## **K. Conflict of Interest**

The selected Consultant and its team shall avoid all conflict of interest or appearance of conflict of interest in the performance of its services to the City and such provisions will be included in the Professional Services Agreement. The Consultant and its team represent that they have no existing interest in the Specific Plan area and that the Consultant or team members will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required by the City and that no person having any such interest shall be employed or retained as a sub-Consultant by the Consultant.

The Prime Consultant and its first tier team members shall not undertake and work on behalf of any individual or business entity which is actively seeking to acquire or which has acquired any real property interest within the Specific Plan boundary area while simultaneously consulting to the City without the expressed consent of the City. Such consent shall be at the sole and

exclusive discretion of the City. Restrictions on release and confidentiality of reports/data/project strategy memos shall carry beyond the conclusion of the contract for a period of one year unless expressly waived by the City in writing.

The Consultant or any member of Consultant's team or firm shall not offer or give to any City officer or designated employee any gift that is reportable pursuant to the applicable regulations of the Fair Political Practices Commission.

#### **L. Term of Contract**

The City intends to award a contract for as long as necessary to complete the work.

1. The City has and reserves the right to suspend, terminate, or abandon the execution of any work by the selected Bidder without cause at any time upon giving to the selected Bidder prior written notice. In the event that the City should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The City may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the selected Bidder. In the event of termination with cause, the City reserves the right to seek any and all damages from the selected Bidder. In the event of such termination with or without cause, the City reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
2. The City may, at its sole option, terminate any contract that may be awarded as a result of this RFB at the end of any City fiscal year (i.e. each July 1<sup>st</sup> through each June 30<sup>th</sup>), for reason of non-appropriation of funds. In such event, the City will give Contractor adequate notice that such function will not be funded for the next fiscal period.
3. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be renewed for the agreed upon renewal option period at agreed prices without further competitive bidding. All other terms and conditions would remain the same.

#### **M. Terms of Offer**

City of Concord's acceptance of bidder's offer shall be limited to the Contract Documents, unless expressly agreed in writing by the City of Concord. Each bidder must provide in **Exhibit C-Exceptions to Specifications/Requirements** any proposed changes to the terms hereof (including any insurance, indemnification, and proposal security language or requirements). Proposals offering terms other than those shown herein may be declared non-responsive and may not be considered.

This solicitation does not commit the City of Concord to award a contract, to pay any cost incurred with the preparation of a qualifications statement, or to procure or contract for services or supplies. The City of Concord reserves the right to accept or reject any or all submittals received in response to this request, to negotiate with any qualified source, or cancel in whole or part this process if it is in the best interest of the City to do so. All proposers should note that any contract pursuant to this solicitation is dependent upon the approval of the City Council.

The City of Concord reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposal at any time, and to reject any and all submittals without indicating any reason for such rejection. As a function of the RFP process, the City of Concord reserves the right to remedy technical errors in response to the RFP and to modify the published scope of services. The City of Concord will reserve the right to request that specific personnel with specific expertise be added to the team, if the City determines that specific expertise is lacking in the project team. Statements and other materials submitted will not be returned.

The City of Concord reserves the right to abandon this RFP process if it is determined that abandonment and/or change would be in the City's best interest. In the event of an abandonment or change, the City will not be liable to any contractor for any costs or damages arising out of its response to the RFP.

## **N. Award**

Any award shall be made in accordance with Applicable Laws.

### 1. Evaluation Process:

Proposals will be evaluated by a committee made up of City employees and invited participants. The proposals will be evaluated on the basis of experience, qualifications, the approach to the project, schedule, degree of City staff time required to complete the project, and any innovative ideas presented to make the project go quickly and smoothly. Final selection will be based on the evaluation of proposals unless it is deemed necessary by the committee to conduct interviews of closely scored consultants. Scoring criteria shall be as follows:

1. Qualifications and experience with similar studies -	30%
2. Approach to study and innovation of scope/approach	30%
3. Schedule	15%
4. Communication skills	15%
5. Impact of City staffing	10%

The City may, at its sole discretion, negotiate and award a contract to a particular consultant if the City determines that consultant is the best qualified consultant to perform the proposed scope of work and that the consultant is clearly more qualified than the others under consideration.

2. Local Vendor Preference: The City has a 5% local vendor preference for Concord businesses. Please refer to '*Exhibit E-Local Contractor Preference For the Purchase of Supplies, Services, and Equipment.*' For costs under \$100,000, all bidders are directed to City of Concord Policy and Procedure 142 (Local Contractor Preference for the Purchase of Supplies, Service and Equipment), a copy of which is attached to this RFP and incorporated by reference.
3. Selection Process: Proposals will be evaluated by the appropriate departments.
  - a. The department(s) will recommend award to the proposer who, in its opinion, has submitted the Proposal that best serves the overall interests of the City and attains the highest ranking.
  - b. The City reserves the right to award to a single or multiple contractors.

- c. The City has the right to decline to make any award for any reason.
  - d. Approval of the City Council is required before any award can be made (if >\$50K).
  - e. Final contract terms and conditions will be negotiated with the selected bidder, and will include but is not limited to all of the terms and conditions of this RFP and in '**Exhibits F-1 Sample Purchase Order (PO) and F-2 - Sample Contract**'. Please note that the sample may or may not include all of the clauses/language of the final contract. Contract may be in a form of a purchase order, a contract, or both.
  - f. Contractual issues: Please review carefully all sections and pay special attention to the indemnity portions of the contract. The City does not ordinarily allow modifications to the standard contract when contracting for services from outside firms.
4. Notice of Award: Upon written notification of award, the chosen proposer must provide applicable insurance certificates, business license, and any other requirements described in this RFP within the requested time frame. Failure to provide the required documents within the time allowed may result in withdrawal of award.

The contact information once awarded will be:  
City of Concord:  
 Public Works Department  
 1455 Gasoline Alley  
 Concord, CA 94520  
 Attention: Justin Ezell, Director of Public Works

- a. Insurance Requirements: Successful proposer must comply with the City of Concord Insurance Requirements included in this solicitation document, shown in **Exhibit F- Sample Contract**. Contractor will be required to provide Certificates of Insurance with separate endorsements naming the City of Concord, its officers, officials, agents, employees, and volunteers as additional insured and to maintain such insurance for the entire length of the Contract.
- b. Business License: The selected proposer will be required to obtain a City business license and keep it current during the period of performance on the contract resulting from this RFP. Questions regarding City business licenses may be addressed to Mike Snow, City of Concord Finance Department, (925) 671-3306 or [mike.snow@cityofconcord.org](mailto:mike.snow@cityofconcord.org).

## **O. Equal Opportunity**

Please refer to the '*Equal Opportunity Clause of Executive Order 11246*' document posted on the City's Purchasing website at <http://www.cityofconcord.org/pdf/business/purchasing/ee.pdf>.

## **III. PROPOSAL SUBMITTAL REQUIREMENTS**

### **A. Submittal Deadline**

Proposal submittals must be received no later than **4:00 PM (P.S.T) on Thursday, September 18, 2014**, as determined by [www.time.gov](http://www.time.gov). Telephone, electronic, faxed, or late proposals will not be accepted and will be returned to the proposer unopened. Hand delivered proposals must be received at the specified location under Submittal Requirements below. It is the proposer's responsibility to see that their proposals are sent in sufficient time to be received by the department/location specified below before the submittal deadline. Proposer assumes the burden of delivery.

A list of submitted proposals will be posted on the City's website ([www.cityofconcord.org/business/purchasing](http://www.cityofconcord.org/business/purchasing)) within a reasonable time after the due date.

**B. Proposal Submittal Contents**

Proposal submittal should be in the following order as applicable.

**1. Submittal Requirements:**

- a. All Proposers should email their intention to submit a proposal to the City of Concord attn.: Justin Ezell, Director of Public Works to [meaghan.hardesty@cityofconcord.org](mailto:meaghan.hardesty@cityofconcord.org).
- b. The proposer shall place *five (5) copies* of the *'Total Cost Proposal'* including 1 original outlined in *Exhibit A* in one sealed envelope/box and *five (5) copies* of the *'Technical Proposal'* including 1 original in a separate sealed envelope/box outlined in *Exhibit B*. Envelopes shall be marked to indicate RFP #2298 and the Type of Proposal as follows:

<p><u>For Total Cost Proposal:</u> RFP #2298 TOTAL COST PROPOSAL</p>	<p><u>For Technical Proposal:</u> RFP #2298 TECHNICAL PROPOSAL</p>
------------------------------------------------------------------------------	----------------------------------------------------------------------------

- c. Delivery of the hard copy proposal by September 18 at 4:00 pm will constitute acceptable delivery. The City requires the delivery of *one (1) electronic version* of the completed response to the RFP for review purposes. The City requests that this delivery be made concurrently to the deadline for the hard copies of the RFP to the City contact listed above or provided with the hard copies of the response to the RFP.
- d. Proposers should send the completed proposal consisting of the two separate envelopes to the following address:

US Mail: or Hand delivery, FedEx, UPS, etc:  
 City of Concord, Public Works Department  
 1455 Gasoline Alley  
 Concord, CA 94520  
 Attention: Justin Ezell, Director of Public Works

**2. Total Cost Proposal**

- a. **Total Cost Proposal Form** (see *Exhibit A*) - Including any Cost Breakdown as specified.  
 The first page should be the 1<sup>st</sup> page of the Proposal Submittal Form in Exhibit A-1 with the Total Cost information.

### 3. **Technical Proposal**

a. **Technical Proposal** (see **Exhibit B**) - Including Other Requirements

i. **Exceptions to Specifications/Requirements:**

Mark 'X' by the applicable terms.

No exceptions or alternative products are permitted.

Proposer must submit **Exhibit C –Exceptions to Specifications/Requirements** with their proposal.

ii. **W-9:** Please complete the W-9 Form, **Exhibit D – W-9 Form**

iii. **Business License:** The selected proposer will be required to obtain a City business license and keep it current during the period of performance on the contract resulting from this RFP. Questions regarding City business licenses may be addressed to Mike Snow, City of Concord Finance Department, (925) 671-3306. In order to apply the 5% Local Vendor Preference (for projects equal to or less than \$100K) described in **Exhibit E-Local Vendor Preference**, you must provide a current Concord Business License with your proposal.

## EXHIBITS

		Must be submitted with Proposal*
Exhibit A	Total Cost Proposal Form (2 pgs)	√
Exhibit B	Technical Proposal Form (3 pgs)	√
Exhibit C	Exceptions to Specifications/Requirements (1 pg)	√
Exhibit D	W-9 Form (1 pg)	√
Exhibit E	Local Vendor Preference (1 pg)	
Exhibit F-1	Sample Purchase Order (PO) Terms and Conditions (2 pgs)	
Exhibit F-2	Sample Contract (12 pgs)	
Attachment A	List of Facilities (16 pgs)	

*\*Items not submitted as instructed in this RFP may result in lower scores.*

**EXHIBIT A (Page 1 of 2)**  
**TOTAL COST PROPOSAL FORM**

*(This serves as the 'Cover Page' to your Total Cost Proposal)*  
*(Please submit 5 copies including 1 original)*

**TO THE CITY OF CONCORD:** In compliance with the notice inviting sealed proposals, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers' Compensation Insurance and all payroll taxes on such labor) to complete services above, in accordance with this RFP therefor, and further agrees to enter into a Contract therefor, at the prices listed in the accompanying proposal. Prices are F.O.B. Destination, California.

**1. TOTAL COST PROPOSAL:** Please indicate the total cost here and attach any cost breakdown and applicable, required documents to follow.

**TOTAL COST: \$** \_\_\_\_\_  
*(Inclusive of all costs – See Cost Breakdown to follow (if applicable))*

\_\_\_\_\_ (written amount)

This bid will be awarded based upon the total bid amount as written in words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

**Submitted by:**

**PROPOSER/COMPANY NAME:** \_\_\_\_\_

**ADDRESS (Not a P.O. Box):** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE, ZIP CODE:** \_\_\_\_\_

**PHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**YOUR NAME & TITLE:** \_\_\_\_\_

**YOUR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PROJECT MANAGER for this RFP if selected (if different from above):**

**YOUR NAME & TITLE:** \_\_\_\_\_

**ADDRESS (Not a P.O. Box):** \_\_\_\_\_

**PHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**EXHIBIT A (Page 2 of 2)**  
**TOTAL COST PROPOSAL FORM**

**2. COST BREAKDOWN (if applicable)**

The proposer may submit a detailed cost proposal for all services and materials including the firm's direct and indirect rate (with overhead). Personnel hours and extended billing rates per classification of personnel shall be indicated for each task and/or sub task defined therein. The consultant shall determine a not-to-exceed allowance for reimbursements included within the cost proposal.

*Attach the above breakdown to this Exhibit A in your 'Total Cost Proposal'*

**EXHIBIT B (Page 1 of 3)**  
**TECHNICAL PROPOSAL FORM**

*(This serves as the 'Cover Page' to your Technical Proposal)*  
*(Please submit 5 copies including 1 original)*

**1. TECHNICAL PROPOSAL**

*(See below or the following page for Technical Requirements)*

**Submitted by:**

**PROPOSER/COMPANY NAME:** \_\_\_\_\_

**ADDRESS (Not a P.O. Box):** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE, ZIP CODE:** \_\_\_\_\_

**PHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**YOUR NAME & TITLE:** \_\_\_\_\_

**YOUR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PROJECT MANAGER for this RFP if selected (if different from above):**

**YOUR NAME & TITLE:** \_\_\_\_\_

**ADDRESS (Not a P.O. Box):** \_\_\_\_\_

**PHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**EXHIBIT B (Page 2 of 3)**  
**TECHNICAL PROPOSAL FORM**

**TECHNICAL REQUIREMENTS**

Please submit for the technical portion of your proposal:

**1. Mandatory Content and Sequence of Submittals:**

a. Cover letter

Section 1 shall be a maximum two-page “Cover Letter” and introduction, and shall include the name and address of the organization submitting the proposal, together with the signature, name, title, address, telephone and fax numbers, and e-mail address of the contact person(s) empowered to bind the firm and to make representation for the organization. This cover letter should also state the firm’s acceptance of the City’s Contract for Consulting Services agreement format as provided in Attachment A. If the firm proposes any changes to this format, said proposed changes should be outlined in the cover letter.

b. Table of Contents

Section 2 shall be a detailed “Table of Contents” and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

c. Consultant Qualifications

Section 3 shall be entitled “Consultant Qualifications” and shall include a description of the consultant firm’s resources, experiences and capabilities as they relate to appropriate City facility condition assessments, as well as resumes of the staff to be assigned to this project. Submit in order identified below:

- i. Background and experience. In this section, describe your firm’s background and its organizational structure. Describe the roles and background of the team leader and key team members. Describe capabilities specific to the scope of work within this RFP.
- ii. Consultants. Describe the background and qualifications for each of the consultants your firm would use in meeting the above capabilities and in preparing these City facility condition assessments.
  - i.
- iii. Scheduling. Delineate the schedule you propose for the City’s facility condition assessment.
  - ii.
- iv. Cost Control. Describe how your firm ensures that the project contract amount is not exceeded.
  - iii.
- v. Organizational Chart

**EXHIBIT B (Page 3 of 3)**  
**TECHNICAL PROPOSAL FORM**

- d. Description of Analysis  
Section 4 shall be entitled “Description of Analysis” and will describe the methodology that you will utilize to provide the analysis requested in this RFP.
  - e. Workplan and Schedule  
Section 5 shall be entitled “Workplan” and will outline how the consultant’s team intends to prepare and complete the City facility condition assessment.
  - f. Price Estimate (provide in separate sealed envelope)  
Section 6 shall be entitled “Price Estimate” and shall provide a breakdown of costs by hour and by task contained in the Workplan in Section 5. Provide a total “not to exceed” amount inclusive of ancillary costs, such as copying, travel, phone, etc. The only reimbursable cost will be the printing and binding of the final report of the facility condition assessment. The City reserves the right to negotiate the scope of work, overall price estimates and hourly rates prior to entering into a contract with the selected firm.
  - g. Experience Summary  
Section 7 shall be entitled “Experience Summary” and shall briefly describe knowledge and experience in conducting City facility condition assessments for other agencies, along with a discussion comparing similarities with this project. Include professional references, including names and telephone numbers for each sample project.
  - h. Additional Data  
Section 8 shall be entitled “Additional Data” and shall include any other data the consultant deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to information contained in Sections 1 thru 7. If there is no additional data, this section will consist of the statement, “We wish to present no additional data.” This section shall be limited to two pages.
2. **Exhibit C –Exceptions to Specifications/Requirements** – submit with this proposal.
3. **Exhibit D – W-9 Form** – please complete and submit with this proposal.

**EXHIBIT C**  
**Exceptions to Specifications/Requirements**

**PLEASE CHECK THIS BOX IF YOU HAVE NO EXCEPTIONS TO OUR REQUIREMENTS**

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, and submit with your proposal response.

The City is under no obligation to accept any exceptions and such exceptions may be a basis for proposal disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

_____ <b>Proposer Name</b>	_____ <b>Proposer Signature</b>	_____ <b>Date</b>
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# EXHIBIT D

Form <b>W-9</b> (Rev. December 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
---------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------	-----------------------------------------------------------

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>													
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 20px; text-align: center;"> </td> <td style="width: 20px; text-align: center;"> </td> <td style="width: 20px; text-align: center;">-</td> <td style="width: 20px; text-align: center;"> </td> <td style="width: 20px; text-align: center;"> </td> <td style="width: 20px; text-align: center;">-</td> <td style="width: 20px; text-align: center;"> </td> </tr> </table>	<b>Social security number</b>				-			-				
<b>Social security number</b>													
		-			-								
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 20px; text-align: center;"> </td> <td style="width: 20px; text-align: center;"> </td> <td style="width: 20px; text-align: center;">-</td> <td style="width: 20px; text-align: center;"> </td> </tr> </table>	<b>Employer identification number</b>				-							
<b>Employer identification number</b>													
		-											

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## EXHIBIT E



### CITY OF CONCORD

Number: 142  
Authority: Council Motion  
Effective: 6/2/92  
Revised: 7/27/09  
Reviewed: 2004  
Initiating Dept.: FI

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### **LOCAL VENDOR PREFERENCE FOR THE PURCHASE OF SUPPLIES, SERVICES, AND EQUIPMENT**

**1. PURPOSE**

To encourage the purchase of supplies, services, and equipment from vendors located within the boundaries of the City of Concord.

**2. POLICY**

As requests for the purchase of supplies, services, and equipment are received, it is recognized that procuring these from vendors located within the City of Concord promotes a healthy local economy and, therefore, benefits Concord's citizens as a whole. Procurement should seek to involve local vendors to the maximum extent possible while still complying with Chapter 2, Article VIII of the City of Concord Municipal Code.

**3. LOCAL VENDOR DEFINITION**

A local vendor is defined as a business with a physical location within the boundaries of the City of Concord and who maintains a current City of Concord business license.

**4. REQUIREMENTS**

4.1 The City will actively seek to identify local vendors interested in doing business with the City of Concord.

4.2 The price bid by Concord vendors will be adjusted by five percent (5%) when prices are compared in the bidding process.

4.3 The local vendors preference shall be applied to a maximum of \$100,000 per bid including all costs, except sales tax.

**5. EXCEPTIONS**

This policy shall not apply to the following purchases or agreements:

5.1 Goods, equipment, or services provided under a cooperative purchasing agreement.

5.2 Purchases or agreements which are funded in whole or in part by a governmental entity, and the laws, regulations, or policies governing such funding prohibit application of that preference.

5.3 Purchases for goods, equipment, or services made or agreements let under emergency situations.

5.4 Public projects governed under the State of California Public Contract Code.

5.5 Professional or consultant services.

5.6 Sole source purchases.

5.7 Purchases of supplies, services, and equipment not requiring bids.

5.8 Application of the local vendor's preference to a particular purchase, agreement or category of agreements for which the City Council is the awarding authority may be waived at the City Council's discretion.

## **EXHIBIT F-1 (Page 1 of 2)**

### **SAMPLE PURCHASE ORDER (PO) TERMS AND CONDITIONS**

1. Invoice each Purchase Order separately. Items on this Purchase Order must not be billed with those on other Purchase Orders.
2. All Shipments are F.O.B. Delivered unless otherwise specified. When freight is authorized to be prepaid and added to invoice, a copy of the receipted freight bill must accompany invoice. (FOB destination shall mean that the Vendor pays all shipping costs, and title shall transfer to the City only upon receipt and acceptance by an authorized representative of the City of Concord.)
3. Substitutions, Changes, and Prices other than specified must be authorized in writing by the Purchasing Agent.
4. Acceptance of this Purchase Order implies the acceptance of all items and conditions contained herein, and all specifications, drawings, and additional items and conditions referred to herein and/or attached hereto. Read them carefully. No substitutions or changes will be effective without written approval of City.
5. Contract. This Purchase Order and/or its terms and conditions, and any referenced attachments, when accepted by the Contractor either in writing or shipment of all or any portion of the material or the commencement of performance of any portion of the services covered hereunder, constitutes the entire contract between Contractor and City concerning its subject matter; and neither any contrary or additional conditions specified by Contractor nor any subsequent amendment or supplement shall have any effect without City's written approval.
6. Warranty and Quality Inspection. Contractor warrants that all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to City's inspection; but neither City's inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in City's opinion, any article material, work fails to conform to specifications or is otherwise defective, Contractor shall promptly replace same at Contractor's expense. No acceptance or payment by City shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.
7. Title. Contractor warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Contractor has a good and marketable title to same, and Contractor agrees to hold City free and harmless of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale, or other normal disposition of any article or material furnished hereunder.
8. Infringement. Contractor shall indemnify and defend City against all claims, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale normal use or other normal disposition of any article or material furnished hereunder.
9. Invoice Discount. Contractor shall state its payment and discount terms on invoices. Discount period shall begin from date City received invoices or merchandise whichever arrives last. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by City.
10. Compensation. Contractor agrees to receive and accept the prices shown as full compensation for furnishing all materials and for all work contemplated and embraced in this order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance or work and for well and faithful completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.
11. Indemnification. Contractor agrees to defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of the Contractor's performance under the terms of this Agreement. This indemnification obligation on Contractor's part shall not apply to demands, actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on the part of City.
12. Laws to be Observed. All activities regarding this order shall be governed by the laws of the State of California. Any action to enforce this agreement shall be brought within the Superior Court of California, Contra Costa County. Contractor shall keep fully informed of and shall comply with all existing and future State and National laws and all municipal ordinances and regulations of the City of Concord which in any manner affect those engaged, or employed in the work, or the materials, used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
13. Contractor's Licensing Laws. Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.
14. Permits or Licenses. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
15. Prevailing Wage. Contractor acknowledges and agrees that all or part of the Services will constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under Labor Code Section 1720. Pursuant to Section 1773.2 of the Labor Code, there is on file with the Purchasing Office of the City of Concord a copy of the prevailing rate of per diem wages to be paid by Contractor. Accordingly, Contractor shall comply with prevailing wage policies as set forth in the City of Concord Municipal Code, if applicable, as well as all State Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection construction, alteration, demolition, installation, or repair work components of the Services (collectively, "Prevailing Wage Policies"). Contractor shall submit, upon request by the City, certified copies of payroll records to City and to maintain and make records available to City and its designees for inspection and copying to ensure compliance with Prevailing Wage Policies.
16. Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the City of Concord's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

**EXHIBIT F-1 (Page 2 of 2)**  
**SAMPLE PURCHASE ORDER (PO) TERMS AND CONDITIONS**

17. **Default.** If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon City of Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to City of Concord for all costs incurred by City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.

18. **Taxes.** Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract, and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.

19. **Independent Contractor.** Both parties understand and acknowledge that Contractor, its agents, employers and subcontractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Contractor performs this Agreement and shall only dictate the results of the performance. Contractor shall not represent that Contractor or its agents, employees or subcontractors are agents or employees of the City, and Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the City to any obligation whatsoever, unless otherwise provided in this Agreement.

As an independent contractor, Contractor shall not be eligible for any benefits, which the City may provide to its employees and all persons, if any, hired by Contractor shall be employees or subcontractors of Contractor and shall not be construed as employees or agents of the City in any respect. Contractor shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Contractor shall not receive a premium or enhanced pay for work performed on a recognized holiday. Contractor shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence. Contractor shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Contractor.

20. **Safety.** All equipment and materials shall comply with all Federal, State, and local safety rules and regulations including OSHA.

21. **Attorney's Fees.** In the event that it becomes necessary for either party to bring a lawsuit to enforce any provision of this contract, the parties agree that a court of competent jurisdiction may determine and fix a reasonable attorney's fee to be paid the prevailing party.

22. **Assignment.** City is entering into this agreement in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

23. **Insurance.** Contractor shall, at its own expense, procure and maintain in full force at all times the City's Insurance Requirements during the term of the PO and/or any applicable contract/agreement. (Please refer to the 'Insurance Requirements' document posted on the City's Purchasing website.)

24. **Reservation of Rights.** The City reserves the right to reject any or all quotes/bids, to waive any informalities, or to terminate the solicitation process at any time, if deemed by the City to be in the best interest of the City.

25. **Contract.** Final contract terms and conditions may be negotiated with the selected vendor, and will include but is not limited to all of the terms and conditions herein. Contract may be in a form of a purchase order, a contract, or both.

26. **Equal Opportunity.** Please refer to the 'Equal Opportunity Clause of Executive Order 11246' document posted on the City's Purchasing website.

**EXHIBIT F-2 (Page 1 of 12)**

**SAMPLE CONTRACT**

*(This is a SAMPLE only. The actual contract may include and is not limited to all of the terms and conditions specified in this RFP.)*

**AGREEMENT FOR PROFESSIONAL SERVICES**

1 THIS AGREEMENT ("Agreement") is entered into on [redacted] between the City of Concord  
2 ("CITY") and [Consultant Company Name], [Consultant Corporate Status] [Consultant Street  
3 Address], [Consultant City] [Consultant State] [Consultant Zip] ("CONSULTANT").

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

6 The CITY desires to contract with CONSULTANT to provide the professional services  
7 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

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

10 1. **TERM.** This Agreement shall commence on \_\_\_\_\_, 20\_\_ and expire on  
11 \_\_\_\_\_, 20\_\_.

12 (OPTIONAL) A. **Extension of Term.** Upon mutual written agreement by the parties, the  
13 term of this Agreement may be extended for \_\_\_\_\_ additional period(s) of \_\_\_\_\_ year(s) each  
14 commencing upon the expiration of the initial or extended term, subject to the same terms and  
15 conditions of this Agreement. CONSULTANT shall give written notice of its request for extension  
16 of the term of the Agreement to the City's Authorized Representative, as identified in Section 4  
17 below, at least thirty (30) days prior to expiration of the initial or extended term.

18 The extension(s) of the term of this Agreement shall be subject to a review of  
19 CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and  
20 shall be subject to City approval. Such extension of time shall be in writing by a duly executed  
21 Amendment to this Agreement.

22 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by  
23 the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail  
24 in Exhibit A, Scope of Services. CITY retains all rights of approval and discretion with respect to the  
25 projects and undertakings contemplated by this Agreement.

26 3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for  
27 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit  
28

**EXHIBIT F-2 (Page 2 of 12)**  
**SAMPLE CONTRACT**

1 \_\_\_\_\_. However, shall in no event shall the amount CITY pays CONSULTANT exceed  
2 \_\_\_\_\_ dollars (\$) for the term of this Agreement. Any Amendment to  
3 this Agreement that includes an increase to this compensation amount shall be made in accordance  
4 with Section 5 below.

5 CONSULTANT may submit monthly statements for services rendered; all statements shall  
6 include adequate documentation demonstrating work performed during the billing period. It is  
7 intended that CITY review such statement and pay CONSULTANT for services rendered within 30  
8 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall  
9 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the  
10 time of payment.

11 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent  
12 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered  
13 by CONSULTANT under this Agreement except where approval for the CITY is specifically required  
14 by the City Council. The CITY's authorized representative is [City Authorized Rep's Name], [City  
15 Authorized Rep's Title] of the City Authorized Rep's Department. The CONSULTANT's authorized  
16 representative is [Consultant Authorized Rep's Name], [Consultant Authorized Rep's Title].

17 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,  
18 subject to approval by both parties. If additional services are requested by CITY other than as  
19 described in the above Scope of Services, this Agreement may be amended, modified, or changed by  
20 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution  
21 of an Amendment by authorized representatives of both parties setting forth the additional scope of  
22 services to be performed, the performance time schedule, and the compensation for such services.

23 **A. Amendment for Additional Compensation.** CITY's Authorized  
24 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including  
25 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during  
26 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any  
27 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the  
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**EXHIBIT F-2 (Page 3 of 12)**

**SAMPLE CONTRACT**

1 base contract amount, must be approved by City Council.

2 Consultant's failure to secure CITY's written authorization for additional compensation or  
3 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price  
4 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

5 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that  
6 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the  
7 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall  
8 have any control over the manner by which the CONSULTANT performs this Agreement and shall  
9 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT  
10 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT  
11 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as  
12 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation  
13 whatsoever, unless otherwise provided in this Agreement.

14 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the  
15 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be  
16 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of  
17 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work  
18 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work  
19 performed during non-standard business hours, such as in the evenings or on weekends.  
20 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized  
21 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the  
22 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay  
23 all taxes, assessments and premiums under the federal Social Security Act, any applicable  
24 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use  
25 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by  
26 reason of or in connection with the services to be performed by CONSULTANT.

27 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to  
28

**EXHIBIT F-2 (Page 4 of 12)**

**SAMPLE CONTRACT**

1 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of  
2 Work and that such services shall be performed in an expeditious manner, and with the degree of skill  
3 and care that is required by current, good, and sound procedures and practices. CONSULTANT  
4 further agrees that the services shall be in conformance with generally accepted professional standards  
5 prevailing at the time work is performed.

6 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other  
7 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.  
8 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any  
9 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S  
10 representative as the person primarily responsible for the day-to-day performance of  
11 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the  
12 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise  
13 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the  
14 quality and timeliness of performance of the services, notwithstanding any permitted or approved  
15 delegation hereunder.

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

23 CONSULTANT'S records, documents, calculations, and all other instruments of service  
24 pertaining to actual project shall be given to CITY at the completion of the project. The CITY  
25 reserves the right to specify the file format that electronic document deliverables are presented to the  
26 CITY.

27 [Alternative: Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings,

**EXHIBIT F-2 (Page 5 of 12)**

**SAMPLE CONTRACT**

1 descriptions and other final work products compiled by the CONSULTANT under the Agreement  
2 shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person,  
3 firm, corporation, or agency without the expressed written consent of the CITY. Basic survey notes  
4 and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be  
5 made available, upon request, to the CITY without restriction or limitations on their use.  
6 CONSULTANT may retain copies of the above-described information but agrees not to disclose or  
7 discuss any information gathered, discussed or generated in any way through this Agreement without  
8 the written permission of CITY during the term of this Agreement, unless required by law.]

9 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold  
10 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and  
11 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and  
12 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this  
13 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,  
14 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on  
15 the part of CITY.

16 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in  
17 full force at all times during the term of this Agreement the following insurance:

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

22 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile  
23 liability insurance covering all vehicles used in the performance of this Agreement providing a one  
24 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,  
25 and property damage.

26 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT  
27 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions  
28

**EXHIBIT F-2 (Page 6 of 12)**

**SAMPLE CONTRACT**

1 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The  
2 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made  
3 annual aggregate basis or a combined single limit per occurrence basis.

4 **D. Compliance with State Workers' Compensation Requirements.**

5 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation  
6 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all  
7 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being  
8 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall  
9 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and  
10 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision  
11 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

12 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to  
13 contain the following provisions:

14 (1) **Additional Insured.** CITY, its officers, agents, employees, and  
15 volunteers are to be covered as an additional insured as respects: Liability arising out of activities  
16 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,  
17 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope  
18 or protection afforded to CITY, its officers, officials, employees, or volunteers.

19 Except for worker's compensation and professional liability insurance, the policies mentioned  
20 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to  
21 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT  
22 receives any notice of cancellation or nonrenewal from its insurer.

23 (2) **Primary Coverage.** CONSULTANT'S insurance coverage shall be  
24 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any  
25 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,  
26 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute  
27 with it.

**EXHIBIT F-2 (Page 7 of 12)**

**SAMPLE CONTRACT**

1                   (3) **Reporting Provisions.** Any failure to comply with the reporting  
2 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,  
3 employees, or volunteers.

4                   (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with  
5 certificates of insurance and the original endorsements effecting coverage required by this Agreement.  
6 The certificates and endorsements for each insurance policy are to be signed by a person authorized by  
7 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an  
8 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and  
9 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.  
10 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the  
11 right to require complete certified copies of all required insurance policies at any time.

12                12. **TIME OF PERFORMANCE.** The time of performance of the services under this  
13 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services  
14 shall be strictly construed.

15                13. **SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,  
16 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for  
17 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services  
18 performed and reimbursable expenses incurred prior to the suspension date. During the period of  
19 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for  
20 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

21                14. **TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)  
22 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written  
23 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT  
24 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,  
25 recorded, photographic, or visual materials, documents, data, and other deliverables ("Work  
26 Materials") prepared for the CITY prior to the effective date of such termination, all of which shall  
27 become CITY's sole property. After receipt of the Work Materials, CITY will pay CONSULTANT  
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**EXHIBIT F-2 (Page 8 of 12)**

**SAMPLE CONTRACT**

1 for the services performed as of the effective date of the termination.

2       **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,

3 CONSULTANT agrees as follows:

4           **A. Equal Employment Opportunity.** In connection with the execution of this

5 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment

6 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited

7 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or

8 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and

9 selection for training including apprenticeship.

10           **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply

11 with all federal regulations relative to nondiscrimination in federally assisted programs.

12           **C. Solicitations for Subcontractors including Procurement of Materials and**

13 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by

14 CONSULTANT for work to be performed under a subcontract including procurement of materials or

15 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by

16 CONSULTANT of CONSULTANT'S obligation under this Agreement and the regulations relative to

17 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

18       **16. CONFLICT OF INTEREST.**

19           **A.** CONSULTANT covenants and represents that neither it, nor any officer or

20 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in

21 any manner with the interests of CITY or which would in any way hinder CONSULTANT's

22 performance of services under this Agreement. CONSULTANT further covenants that in the

23 performance of the Agreement, no person having any such interest shall be employed by it as an

24 officer, employee, agent or subcontractor without the express written consent of the CITY.

25 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of

26 interest, with the interests of the CITY in the performance of this Agreement.

27           **B.** CONSULTANT is not a designated employee within the meaning of the

**EXHIBIT F-2 (Page 9 of 12)**

**SAMPLE CONTRACT**

1 Political Reform Act because CONSULTANT:  
2 (1) Will conduct research and arrive at conclusions with respect to its rendition  
3 of information, advice, recommendation or counsel independent of the control and direction of the  
4 CITY or of any CITY official, other than normal contract monitoring; and  
5 (2) Possesses no authority with respect to any CITY decision beyond the  
6 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)  
7 **17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable  
8 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable  
9 licenses, including a business license with the City of Concord, and permits for the conduct of its  
10 business and the performance of the services.  
11 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance  
12 with the laws of the State of California, excluding any choice of law rules which may direct the  
13 application of the laws of another jurisdiction. In the event that suit shall be brought by either party  
14 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the  
15 County of Contra Costa, California.  
16 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or  
17 condition contained in the Agreement, or any default in their performance of any obligations under the  
18 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other  
19 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default  
20 constitute a continuing waiver of same.  
21 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions  
22 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by  
23 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment  
24 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The  
25 illegality or invalidity of any of the provisions or portions of application of any of the provisions of  
26 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of  
27 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though  
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**EXHIBIT F-2 (Page 10 of 12)**

**SAMPLE CONTRACT**

1 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the  
2 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

3 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and  
4 incorporated herein by reference. The Agreement contains the entire agreement and understanding  
5 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or  
6 contemporaneous agreements, commitments, representation, writings, and discussions between  
7 CONSULTANT and CITY, whether oral or written.

8 **22. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; NO**  
9 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,  
10 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT  
11 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,  
12 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach  
13 of this provision shall be void. This Agreement is not intended and shall not be construed to create  
14 any third party benefit. This Agreement is not intended and shall not be construed to create a joint  
15 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall  
16 not have any power to bind or commit the CITY to any decision.

17 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll  
18 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on  
19 a generally recognized accounting basis and made available to CITY if and when required.

20 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage  
21 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's  
22 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,  
23 respectively, designate in a written notice given to the other. Notice shall be deemed received three  
24 (3) days after the date of the mailing thereof or upon personal delivery.

25 To CITY:

26 {Auto-Filled}, {Auto-Filled}  
27 {Auto-Filled}  
28 City of Concord  
1950 Parkside Drive

**EXHIBIT F-2 (Page 11 of 12)**

**SAMPLE CONTRACT**

Concord, CA 94519-2578  
Phone: (925) -  
Fax: (925) -

To CONSULTANT:

{Auto-Filled}, {Auto-Filled}  
{Auto-Filled}  
{Auto-Filled}  
{Auto-Filled} {Auto-Filled} {Auto-Filled}  
Phone: ( ) -  
Fax: ( ) -

**25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

**26. EXECUTION.** Each individual or entity executing this Agreement on behalf of Applicant represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of Applicant and that such execution is binding upon Applicant.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first written above.

CONSULTANT

CITY OF CONCORD, a Municipal Corporation

By: \_\_\_\_\_  
Name: {Auto-Filled}  
Title: {Auto-Filled}  
Address: {Auto-Filled} {Auto-Filled} {Auto-Filled}  
Telephone: ( ) -

By: \_\_\_\_\_  
Name: Valerie J. Barone  
Title: City Manager  
Address: 1950 Parkside Drive  
Concord, CA 94519  
Telephone: (925) 671-3150

APPROVED AS TO FORM:

ATTEST:

**EXHIBIT F-2 (Page 12 of 12)**

**SAMPLE CONTRACT**

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\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

**FINANCE DIRECTOR'S CERTIFICATION:**

Concord, California

Date: \_\_\_\_\_, 20

**I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED  
DURING THE CURRENT FISCAL YEAR TO PAY THE ANTICIPATED  
EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.  
THE SUM OF \$ . Account Code .**

\_\_\_\_\_  
Finance Director's Signature

# **ATTACHMENT A**

## **LIST OF FACILITIES**

## ATTACHMENT A

<b>CITY-OWNED PARKS</b>		
John F. Baldwin Park		Parkside Circle
BART Linear Park		3700 Pt Chicago Hwy
BART Park		1451 Oakland Ave
Bayview Circle Park		Bayview Circle
Brazil Quarry Park		Kent Way
Cambridge Park		1118 Victory Ln
Dave Brubeck Park		4363 Concord Blvd
Concord Community Park		3501 Cowell Rd
Concord Police Department		1350 Galindo St
Concord Skate Park		Cowell Road at Monument
Ellis Lake Park		1336 Clayton Rd
Len Hester Park		1011 Hampton Dr
Highlands Park		1336 Pennsylvania Blvd
Hillcrest Community Park		2050 Olivera Rd
Iron Horse Park		Solano Wy
Lime Ridge Open Space		3701 Treat Blvd
Greater Lime Ridge Open Space	*Concord city limits only	5108 Montecito Way
Markham Nature Park		1202 La Vista Ave
Meadow Homes Park		1351 Detroit Ave
Newhall Community Park		1351 Newhall Pkwy
Rick Seers Neighborhood Park		2273 Fox Wy

**ATTACHMENT A**

Sun Terrace Park		3601 Montreal Cr
Todos Santos Plaza		2175 Willow Pass Rd
Willow Pass Community Park		2748 E Olivera Rd
Ygnacio Valley Park		900 Oak Grove Rd
<b>CITY-LEASED PLAYFIELDS</b>		
Ayers School	*sports field only	5210 Myrtle Drive
El Dorado / Westwood Playfields	does not include school buildings	Concord Blvd
Daniel E. Boatwright Youth Sports Complex		800 Alberta Wy
George Krueger Playfields	*sports field only	Cowell Rd
<b>CITY-FACILITIES</b>		
Civic Center and Library	*landscaping & playground only	1950 Parkside Drive
Police Department	*landscaping only	1350 Galindo Street
Centre Concord	*landscaping only	5298 Clayton Road
Corporation Yard	*landscaping only	1455 Gasoline Alley
<b>SPECIAL AMENITY AREAS</b>		
Baily Road Pathway	*trail and landscaping	Bailey Road
Monument Corridor Trail	*paved trail only	Monument Blvd to Market St.
Pine Hollow Tennis Courts	*Courts, lighting, retaining walls and other amenities	See Pine Hollow Map (page 15)
<b>SPECIAL DISTRICTS</b>		
Todos Santos Zone	*69planter boxes/parking garages (2) landscaping only	Various locations, see map (page 13)
Kirkwood Landscaping District	*Greenbelt pathway and landscaping only	See map (page 14)

**ATTACHMENT A**

<p>Pine Hollow District</p>	<p>Cement path near tennis courts (runs from parking lot up to Paseo Del Rio Way)</p> <p>Landscaping and natural turf areas</p> <p>Asphalt parking lot at tennis courts</p> <p>Tot lot playground at tennis courts</p> <p>Wood retaining wall along Paseo del Rio Way (across from 5342 Paseo del Rio Way)</p> <p>Wood retaining wall next to and at the back (north east corner) of 5341 Paseo del Rio Way</p> <p>Sound wall along Pine Hollow (from PG&amp;E yard to CCWD easement)</p> <p>Small asphalt parking lot on Grasswood Circle</p> <p>Small asphalt parking lot on Grasswood Court</p> <p>Redwood retaining wall along Grasswood Court</p> <p>Cement retaining wall above Grasswood Court</p> <p>Asphalt path between Discovery Way and Rolling Woods Way</p>	<p>See map (page 15)</p>
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**ATTACHMENT A**

<b>STREET MEDIANS</b>		
Treat Blvd		between Clayton Rd & Belair Dr
Treat Blvd		between Belair Dr & Turtle Creek Rd
Treat Blvd		between Turtle Creek Rd & Cowell Rd
Treat Blvd		between Rose Ln & Thompson Dr
Treat Blvd		betweenN Thompson Dr & Kingswood Dr
Treat Blvd		between Kingswood Dr & Navaronne Wy
Treat Blvd		between Navaronne Way & San Miguel Rd
Treat Blvd		at Citrus Ave
Treat Blvd		between Citrus Ave & San Simeon Dr
Treat Blvd		between San Simeon Dr & Blarney Ave
Treat Blvd		between Blarney Ave & Oak Grove Rd
Treat Blvd		between Oak Grove Rd & the Fire Station
Treat Blvd		between the Fire Station & Bethany Ln
Treat Blvd		between Bethany Ln & Winton Dr
Treat Blvd		between Winton Dr & Concord/Walnut Creek border
Galindo St		between Oak St & Cowell Rd
Concord Ave		between I680 overpass & Diamond Blvd
Concord Ave		between Diamond Blvd & Meridian Park Blvd
Concord Ave		between Meridian Park Blvd & John Glenn Dr
Concord Ave		between New Dr (the bridge)
Concord Ave		at Stanwell Dr
Concord Ave		between Bisso Ln & Commerce Cr
Concord Ave		between Market St & Bonifacio St
Concord Ave		between Bonifacio St & Salvio St

**ATTACHMENT A**

Pacheco Wy		between Concord Ave & Salvio St
Fry Wy		between Clayton Rd & Willow Pass Rd
Monument Blvd		between Cowell Rd & Systron Dr
Monument Blvd		between Systron Dr & Monument Ct
Monument Blvd		at Monument Ct
Monument Blvd		between Monument Ct & Detroit Ave
Monument Blvd		between Detroit Ave & Caven Wy
Monument Blvd		between Caven Wy & Erickson Rd
Monument Blvd		between Erickson Rd & Landini Ln
Monument Blvd		between Meadow Ln & Virginia Ln
Monument Blvd		at Mohr Ln
Oak Grove Rd		at Monument Blvd
Meadow Ln		at Monument Blvd
Diamond Blvd		between Willow Pass Rd & the bridge
Diamond Blvd		between the bridge & Willow Wy
Diamond Blvd		between Willow Wy & Galaxy Wy
Diamond Blvd		between Galaxy Wy & Burnett Ave
Diamond Blvd		at Burnett Ave
Burnett Ave		between Diamond Blvd & Meridian Park Blvd
Galaxy Wy		between Meridian Park Blvd & Diamond Blvd
Meridian Park Blvd		between Concord Ave & Galaxy Wy
Willow Wy		between Diamond Blvd & Home Depot
Willow Pass Rd		between Contra Costa Blvd & I680 overpass
Willow Pass Rd		at the I680 overpass
Willow Pass Rd		between the bridge & Diamond Blvd
Willow Pass Rd		between Diamond Blvd & Waterworld Pkwy
Willow Pass Rd		between Waterworld Pkwy & Hwy 242

**ATTACHMENT A**

		overpass
Willow Pass Rd		at the CALTRANS entrance
Willow Pass Rd		at Market St
Willow Pass Rd		between Gateway Blvd & Fry Wy
Willow Pass Rd		between Fry Wy & Sutter St
Willow Pass Rd		between Mira Vista Terrace & Galindo St
Willow Pass Rd		between Galindo St & Mt Diablo St
Willow Pass Rd		between Mt Diablo St & Grant St
Willow Pass Rd		between Grant St & Colfax St
Willow Pass Rd		between Lynwood Dr & Ashdale Dr
Gateway Blvd		between Clayton Rd & Willow Pass Rd
Waterworld Pkwy		between Willow Pass Rd & Enea Cr
High School Island		at Grant St & Ann St
Mira Vista Terrace		at Willow Pass Rd
Park-n-Ride		at Clayton Rd & Market St
Mini Park		at Clayton Rd & Market St
Vet Clinic		at Clayton Rd & Market St
East St		@ Park St (big pork chop island)
East St		between Willow Pass Rd & Salvio St (2 banks)
Willow Pass Rd		between Pt Chicago Hwy & East St (sidewalk)
Willow Pass Rd		at Pt Chicago Hwy (wysteria island)
Concord Blvd		between First St & East St (2 Safeway lot & rim shop)
Pt Chicago Hwy		between Salvio St & Willow Pass Rd (old Domino's)
Pt Chicago Hwy		between Willow Pass Rd & Concord Blvd (back of Blockbuster)

**ATTACHMENT A**

Pt Chicago Hwy		between Concord Blvd & Sunset Ave (Safeway lot & back of rim shop)
Pt Chicago Hwy		between Sunset Ave & Park St (CVS & sidescape)
Median		at Clayton Rd & Market St
Clayton Rd		between Hwy 242 on-ramp & Pine St
Clayton Rd		between Pine St & Detroit Ave
Clayton Rd		between Detroit Ave & Adelaide St
Clayton Rd		between Adelaide St & Fry Wy
Clayton Rd		between Fry Wy & Ellis St
Clayton Rd		at Sutter St
Clayton Rd		between Ashburdy Dr & Galindo St
Sunset Ave		between Clayton Rd & East St (AT&T)
Sunset Ave		between East St & Pt Chicago Hwy (sidewalk of stonehedge)
Sunset Ave		between Pt Chicago Hwy & First St (Safeway lot & controller)
Clayton Rd		@ Park St (2 small pork chops)
Clayton Rd		between @ Park St & Oakland Ave (under BART)
Clayton Rd		between Oakland Ave & The Alameda (3 sidewalks & med)
Clayton Rd		at Santa Clara Ave (controller)
Clayton Rd		at San Carlos Ave (Bella Homes)
Clayton Rd		at Sixth St (law office)
Clayton Rd		between Sixth St & Davis Ave (pink house)
Clayton Rd		between Grove Wy & Chestnut Ave (2 1/4 lbs & small)

**ATTACHMENT A**

Clayton Rd		at Chestnut Ave (King's Donuts)
Clayton Rd		between Fabian Wy & 3498 Clayton Rd (oleander hedge)
Clayton Rd		between Babel Ln & Farm Bureau Rd (Rose & 1st wall)
Clayton Rd		between Farm Bureau Rd & La Vista Ave (controller)
Clayton Rd		between La Visa Ave & West St ("S")
Clayton Rd		between West St & Menocino Dr (last wall)
Clayton Rd		at Cape Cod Wy (funeral island)
Clayton Rd		between Cape Cod Wy & Denkinger Ct (Kings Valley)
Clayton Rd		between Denkinger Ct & Treat Blvd (Chevron)
Clayton Rd		at Glazier Dr (Staples)
Clayton Rd		between Bel Air Dr & Marclair Dr (El Pollo Loco)
Clayton Rd		at Thornwood Dr (IHOP)
Clayton Rd		at Bailey Rd (99cent Store)
Clayton Rd		at Matheson Rd (Jack-N-Box)
Clayton Rd		between Matheson Rd & Bassett Dr (Hunan)
Clayton Rd		between Claycord Ave & Newhall Parkway (1st Newhall Island)
Clayton Rd		between Heather Dr & Ayers Rd (Newhall)
Clayton Rd		between Ayers Rd & Talisman Wy (2 juniper island)
Clayton Rd		at Alberta Wy (Crape Myrtle/bus stop)
Clayton Rd		between Alberta Wy & Balhan Dr (pet vet)
Clayton Rd		between Balhan Dr & Schenone Ct (S)
Clayton Rd		between Schenone Ct & Allegro Ave

**ATTACHMENT A**

		(Mountain Mike's)
Clayton Rd		between Allegro Ave & Ygnacio Valley Blvd (hotel)
Mendocino Dr		between Wilson Ln & Concord Blvd
Cowell Rd		between Ygnacio Valley Rd & S Larwin Ave (Eucalyptus)
Cowell Rd		between S Larwin Ave & N Larwin Ave (Eucalyptus)
Cowell Rd		between N Larwin Ave & Lime Ridge housing entrance (Eucalyptus)
Cowell Rd		at Treat Blvd (4 trees - brick area)
Cowell Rd		between St Francis Dr & Sheridan Dr (Pepper trees)
Cowell Rd		between Concord Community Park entrance & St Francis Dr (Pepper)
Cowell Rd		between Ridgewood Dr & Concord Community Park entrance (Pepper)
Cowell Rd		between Quail Ct & Ridgewood Dr (Pepper trees)
Kirker Pass Rd		at Clayton Rd (controller/Carl's Junior)
Kirker Pass Rd		between Olive Dr & Concord Blvd
Kirker Pass Rd		between Concord Blvd & Kirkwood Dr
Kirker Pass Rd		between Kirkwood Dr & Myrtle Dr
Kirkwood Dr		at Kirker Pass Rd
Ygnacio Valley Rd		between Clayton Rd & Park Highlands Blvd
Ygnacio Valley Rd		between Park Highlands Blvd & Michigan Blvd
Barrymore Dr		at Oak Grove Rd
Via Montanas		at San Miguel Rd

**ATTACHMENT A**

Navaronne Wy		between Treat Blvd & Torino Wy
Ygnacio Woods		at Treat Blvd
Bishop Dr		at Concord Blvd
Ayers Rd		between Clayton Rd & Murchio Dr (day care)
Ayers Rd		between Murchio Dr & Murchio Dr (side stripes)
Ayers Rd		between Murchio Dr & Turtle Creek Rd (1st & 2nd islands)
Ayers Rd		between Turtle Creek Rd & Kenneth Rd (controller)
Ayers Rd		between Kenneth Rd & Seminole Cr ("S")
Ayers Rd		between Seminole Cr & Ygnacio Valley Rd (top)
Turtle Creek Dr		between Sussex Wy & Big Pine Ln
Turtle Creek Dr		between Big Pine Ln & Rising Dawn Ln
Turtle Creek Dr		between Rising Dawn Ln & Morning Glory Dr
San Simeon Dr		between St Joseph Dr & Minert Rd
San Simeon Dr		between Minert Rd & Ryan Rd
San Simeon Dr		between Ryan Rd & Alfonso Dr
San Simeon Dr		between Alfonso Dr & Treat Blvd
Concord Blvd		between Kirker Pass Rd & Las Ramblas (controller)
Concord Blvd		between Las Ramblas & Alicante Ct (myoporum)
Concord Blvd		between Alicante Ct & Camino Estrada (2 lantana & roses)
Concord Blvd		between Camino Estrada & City of Clayton border (Clayton sign)
Landana Dr		at Mulberry Dr - Traffic Circle (No Irrigation)

**ATTACHMENT A**

Washington Blvd		between Kelrose Ct & Clayton Rd
Park Highlands Blvd		between Ygnacio Valley Rd & Kenwal Rd
Mayette Ave		between Meadow Ln & Monument Blvd (Monument Corridor Trail)
Gasoline Alley		at City of Concord Corporation Yard
Hospital Island		at Grant St & High School Ave
Pt Chicago Hwy		between Salvio St & Pacheco St (median & west sidewalk)
Pt Chicago Hwy		between Pacheco St & Bonifacio St (median & west sidewalk)
Pt Chicago Hwy		between Salvio St & Bonifacio St (east sidewalk)
Pt Chicago Hwy		between Bonifacio St & Almond Ave (median)
Pt Chicago Hwy		between Almond Ave & Bacon St (median)
Pt Chicago Hwy		between Bacon St & High School Ave (median)
Pt Chicago Hwy		between Bonifacio St & High School Ave (east sidewalk)
Pt Chicago Hwy		between High School Ave & N Sixth St
Pt Chicago Hwy		between N Sixth St & Acacia Dr
Pt Chicago Hwy		between Acacia Dr & Krueger Dr
Pt Chicago Hwy		between Krueger Dr & Geheringer Dr
Pt Chicago Hwy		between Gehringer Dr & Olivera Rd
Pt Chicago Hwy		between Olivera Rd & Floyd Dr
Pt Chicago Hwy		between Floyd Dr & Ranchito Dr
Pt Chicago Hwy		between Ranchito Dr & Sun View Terrace
Pt Chicago Hwy		between Sun View Terrace & Panoramic Dr
Pt Chicago Hwy		between Panoramic Dr & Hwy 4 (Gorilla Hair)
Pt Chicago Hwy		between Hwy 4 & Arnold Industrial Wy

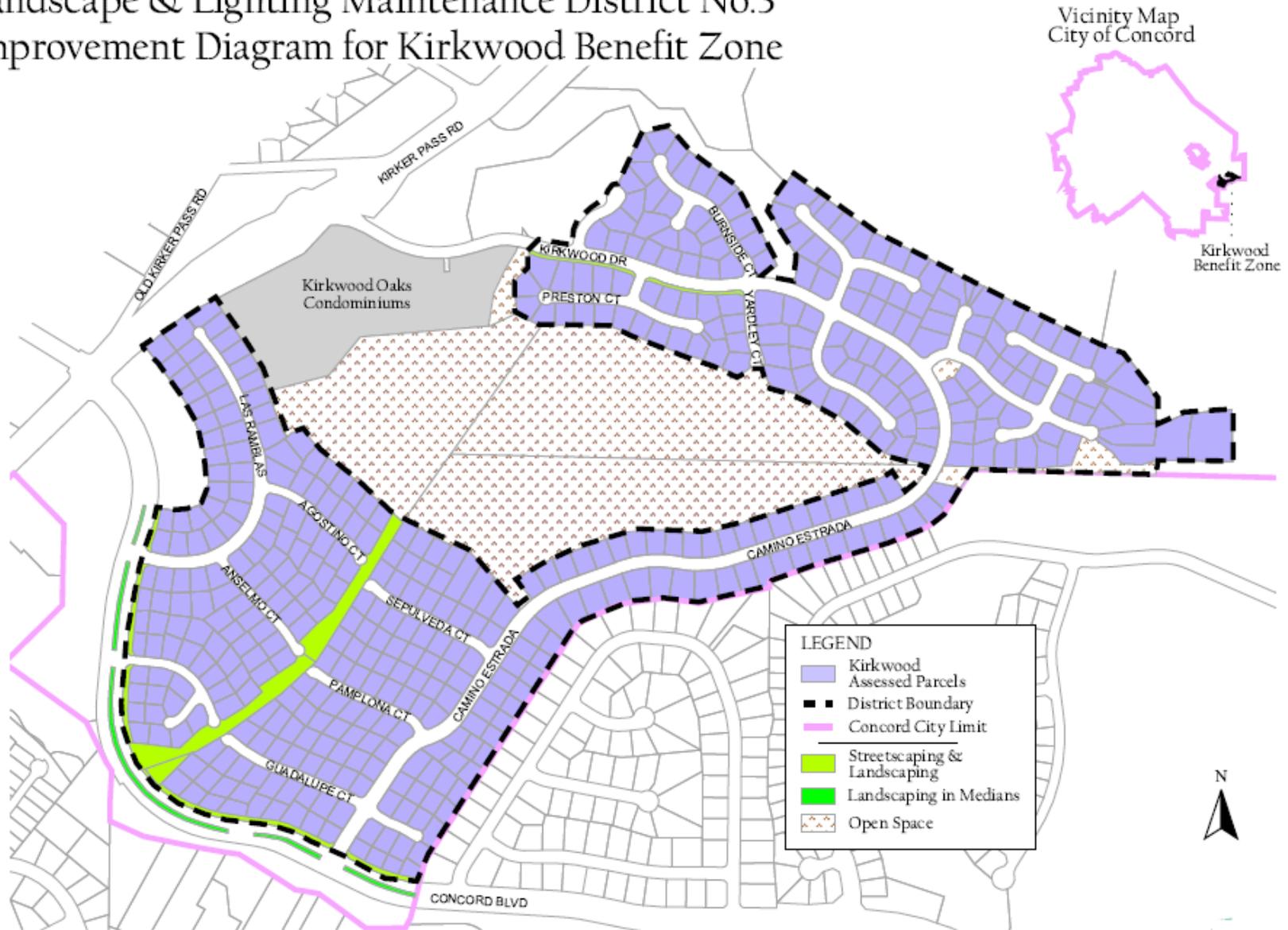
**ATTACHMENT A**

Pt Chicago Hwy		between Arnold Industrial Wy & Bates Ave (Ginger Rock Median)
Pt Chicago Hwy		across from 4057 (ginger rock median)
Panoramic Dr		between Pt Chicago Hwy & the end of the street
Laura Alice Wy		between Arnold Industrial Wy & Nelson Ave
Pt Chicago Hwy		between Ranchito Dr & Panoramic Dr (BART sidescape)
Pt Chicago Hwy		@Panoramic Dr (north corner)
Pt Chicago Hwy		between High School Ave & N Sixth St (pathway #1) (Plaza 1)
Pt Chicago Hwy		between N Sixth St & Olivera Rd (pathway #2) (Plaza 2 & 3)
Pt Chicago Hwy		between Olivera Rd & N Concord BART Station (pathway #3) (Plaza 4) NC BART Plaza)
Dormer Ave		@ end of street



ATTACHMENT A

Landscape & Lighting Maintenance District No.3  
Improvement Diagram for Kirkwood Benefit Zone

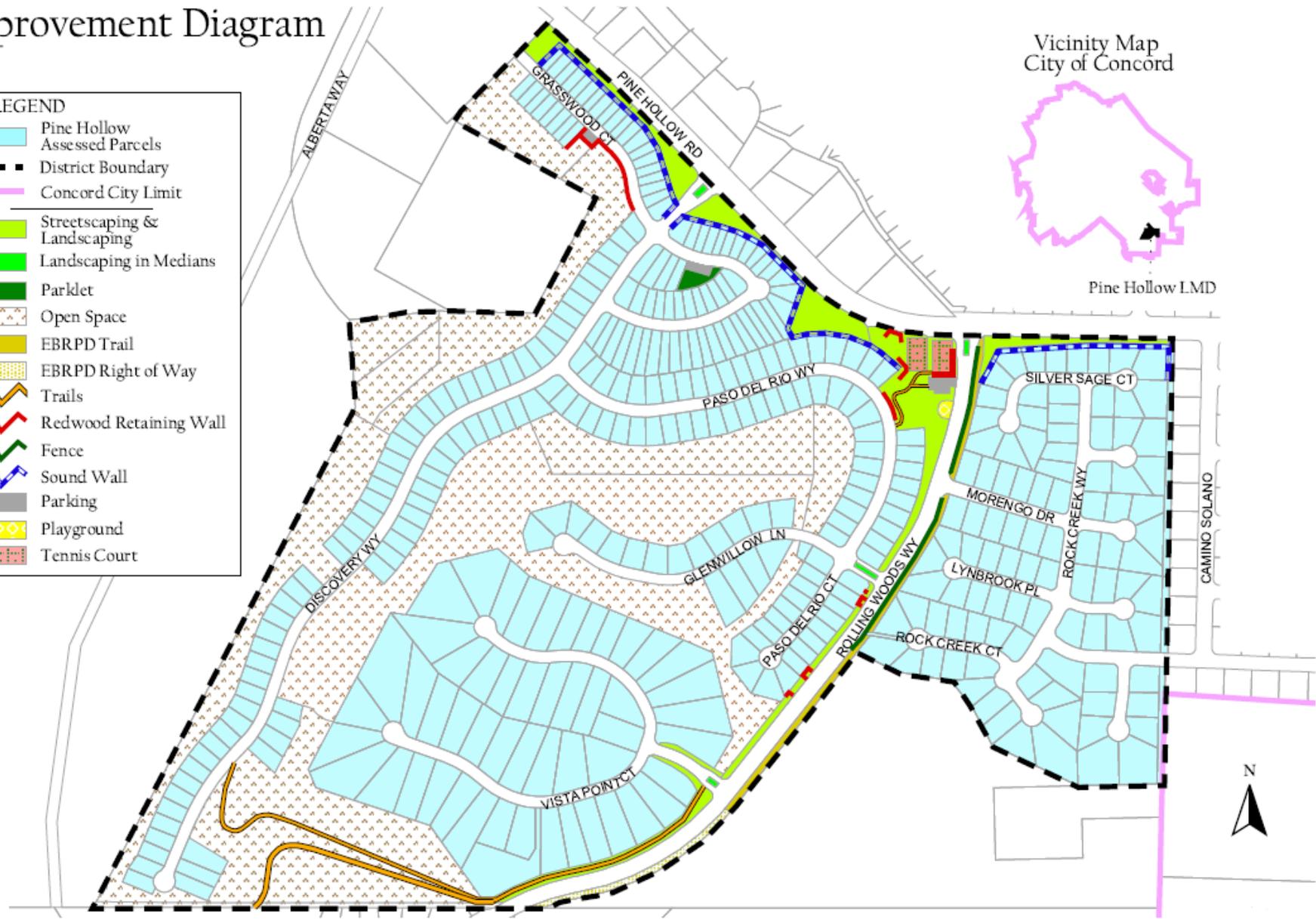
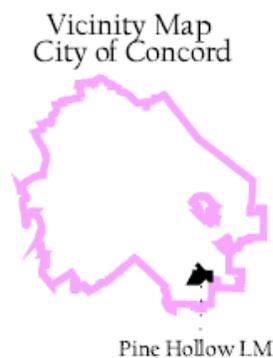


ATTACHMENT A

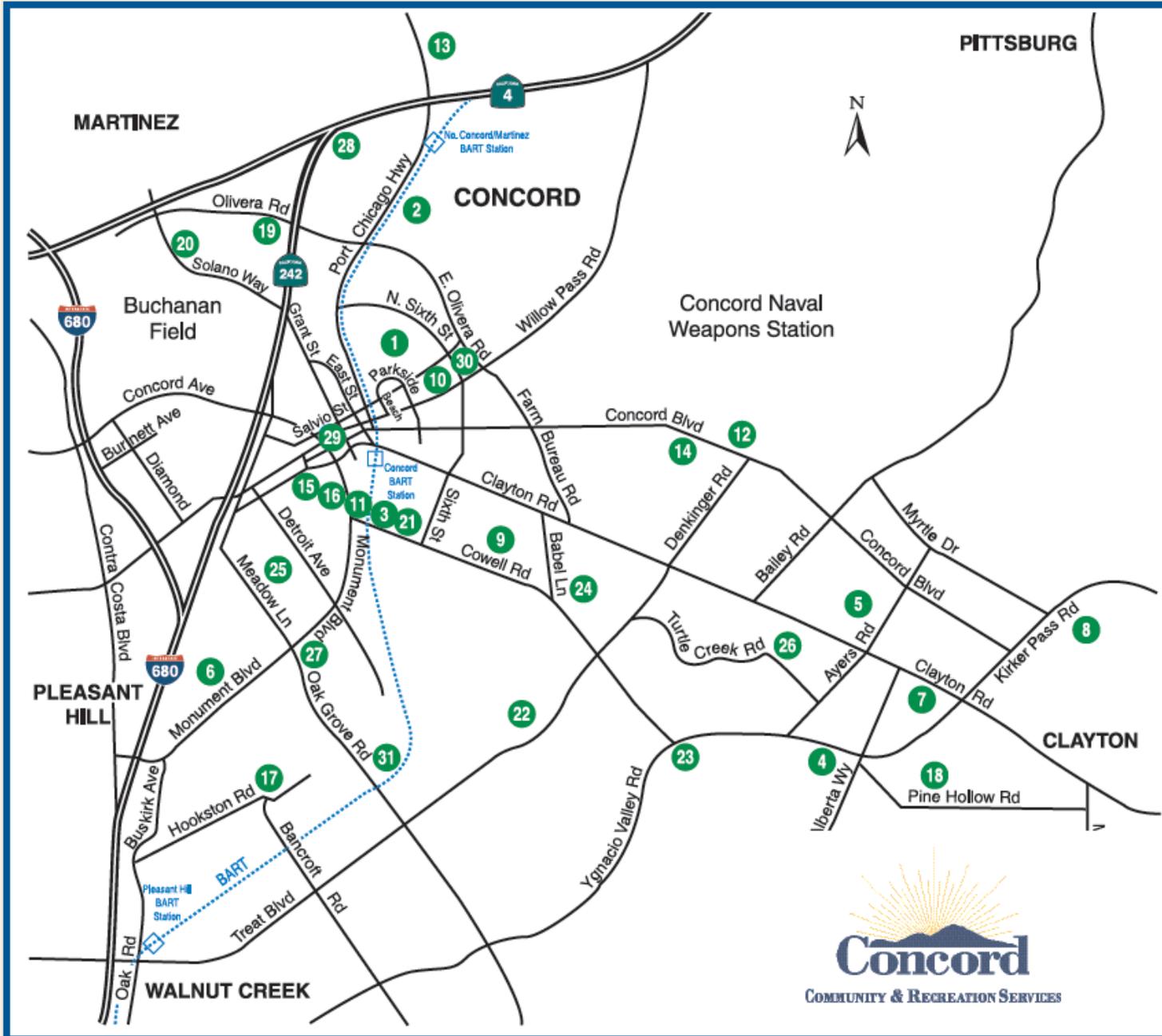
# Pine Hollow Landscape & Lighting Maintenance District Improvement Diagram

**LEGEND**

- Pine Hollow Assessed Parcels
- District Boundary
- Concord City Limit
- Streetscaping & Landscaping
- Landscaping in Medians
- Parklet
- Open Space
- EBRPD Trail
- EBRPD Right of Way
- Trails
- Redwood Retaining Wall
- Fence
- Sound Wall
- Parking
- Playground
- Tennis Court



# ATTACHMENT A



1. John F. Baldwin Park
2. BART Linear Park
3. BART Park
4. Boatwright Sports Complex
5. Brazil Quarry Park
6. Cambridge Park
7. Centre Concord
8. Concord Pavilion
9. Concord Community Park
10. Parks & Recreation Offices
11. Concord Skate Park
12. Dave Brubeck Park
13. Diablo Creek Golf Course
14. El Dorado Middle School
15. Ellis Lake Park
16. Galindo House and Gardens
17. Len Hester Park
18. Highlands Park
19. Hillcrest Community Park
20. Iron Horse Park
21. Krueger Fields
22. Lime Ridge Open Space
23. Greater Lime Ridge Open Space
24. Markham Nature Park
25. Meadow Homes Park
26. Newhall Community Park
27. Rick Seers Park
28. Sun Terrace Park
29. Todos Santos Plaza
30. Willow Pass Community Park
31. Ygnacio Valley Park



October 9, 2014

Justin Ezell, Director of Public Works  
 City of Concord  
 1455 Gasoline Alley  
 Concord, CA 4520



VERDE DESIGN

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Subject: Scope of Services and Fee for Park Facilities Condition Assessment/Maintenance Analysis Fee  
 Verde Design Project No.: 14137001638

Dear Mr. Ezell:

Thank you for selection Verde Design and our team of professionals for this project. We have edited our initial fee based on your need to bring the project scope in line with your budget allocation. Our understanding and approach is in concert with your expectations, although simplified to meet your requirements. Our sub-consultant fees are being provided based on our understanding of the program.

Verde Design and its team will conduct a Facilities Condition Assessment and Maintenance Analysis of the current park system assets. We will determine how much funding must be set aside each year in order to properly maintain park system facilities to meet desired service levels. The report will outline a plan for ongoing and major facility improvements over the next 20 years and establish a lifespan and replacement analysis of each park system asset.

We will inspect each facility and perform an evaluation of the assets at each location listed in Attachment A of the RFP including the current condition, identification of any existing physical or operational deficiencies, and a rough order magnitude of costs for identified repair work and replacement.

### **SPECIFIC SCOPE OF SERVICES**

Verde Design will provide the following services in accordance with our above stated understanding of the project:

#### **A. Assessment Startup:**

1. Attend a project kick-off meeting with the City. Discuss schedule, project scope of services and anticipated services. Meeting agenda and minutes will be provided.
2. Obtain and review all data pertinent to the project, including as-built drawings, Notice of Completion, site maps, and any other available data for all project sites listed in the RFP.
3. Complete a comprehensive site walk to develop a visual inventory of the existing conditions, confirm project boundaries and scope of work.
4. Obtaining any subsurface and utility investigation/validation will not be completed unless provided by the City. In addition, no topographic surveying will be taken at the site to validate horizontal and vertical controls. We will use Google Earth Pro as the basis for all site map information.
5. Develop base maps of parks and medians
  - a. Add title block
  - b. Scaled aerial plans
  - c. Street identification
6. Develop facilities inventory
  - a. Inventory will include the facility and program elements of the park
  - b. Elements may be highlighted on the aerial base maps.
7. Project Administration

#### **B. Landscape Assessment**

Based on the information received we will provide the following scope for approximately 230 locations (TBD) for plant material, irrigation and landscape maintenance:

1. Meeting with City Staff

2. Complete a comprehensive site walk to develop a visual inventory of the existing conditions, confirm project boundaries and scope of work. Walks will require City staff attendance at the beginning of each visit to review conditions and gain insight into the current conditions, maintenance needs and issues.
3. Collection of available data as may be available.
  - a. At location where irrigation central control is managed
  - b. Each site (maximum 15 minute meeting per site focused on irrigation controllers & system)
4. Facility Inspection and Evaluation
  - a. Current condition of turf & shrub/ground cover - based on a rating system
  - b. Deficiencies & significant landscape pest issues – provided in notes
  - c. Cost estimate for replacement of landscape, irrigation system and irrigation controllers – pricing provided in a low & high range
  - d. Cost estimate for annual maintenance – providing 1-4 data points (turf, shrub, controller programming, etc) per location, including annual cost and 20 year cost projections
  - e. Irrigation Systems – visual inspection of non-operating system only to be provided in notes.
  - f. Irrigation Controllers – data provided includes: photograph, quantity, manufacturer, model and available stations
  - g. Landscape Drainage – significant issues
5. Reporting
  - a. All data provided in report form including a spreadsheet for each site and an aerial site map developed from Google Earth with keyed areas of interest referred to in the report.
  - b. Includes standard and Bay-Friendly Landscape Maintenance Specifications
6. Coordinate a review meeting with staff to confirm all relevant data has been incorporated in the draft report.

#### **Inclusions**

1. Photographing includes irrigation controllers and select field conditions to be confirmed prior to commencement and included in the report.
2. An assessment of current maintenance and a recommended best practices to be considered for future maintenance programs.

#### **Exclusions**

1. Excludes arborist evaluation.
2. Excludes storm drainage evaluation.

#### **C. Building Assessment**

1. Complete site walk of relevant buildings to develop a visual inventory of the existing conditions and scope of work. Walks will require City staff attendance at the beginning of each visit to review conditions and gain insight into the current conditions, maintenance needs and issues.
2. Confirm the inventory of buildings to be assessed by location.
3. Addressed issues (per ASTM E-2018-08)
  - a. *Site* - Utility services, on-site treatment facilities, storm and drainage control and retention, pavements, site improvements, site lighting, in-ground storage tanks, parking arrangements and quantity;
  - b. *Structure* - Foundations and slabs-on -grades, superstructure and bracing, roof structure and decks, support for exterior cladding systems;
  - c. *Roof* - Membranes, flashing, drainage, skylights, equipment mounts and penetrations; (If the roof is pitched they will not be accessed but they will be included in the report to the extent that visual observations and record reviews permit);
  - d. *Exterior Skin* - windows, walls, sealants, soffits, fascia's;
  - e. *Interior* - Partitions, floors, ceilings, finishes, doors and hardware;
  - f. *Equipment* - Storage tanks, conveyors, elevators, escalators, compactors, others as applicable;
  - g. *Mechanical* - Equipment, fixtures and distribution systems for plumbing, HVAC, fire protection, energy monitoring and control;

- h. *Electrical* - Equipment and fixtures and distribution systems for service and power, lighting, emergency power, telecommunications and low voltage systems;
    - i. *ADA* – A general review of ADA requirements as applied to each building including exterior access and path of travel compliance.
  4. The assessment will consist of a thorough physical reconnaissance of the property, a review of relevant documents that may be available from the city.
  5. The building assessment scope includes the areas on the “EXHIBIT A” matrix excluding playground structures.
  6. A written report will assess the overall condition of site improvements including any deferred maintenance or planned/needed capital improvements. The report will include estimated costs necessary to correct site deficiencies within 12 and 60 month period and will be photo documented to support and complement our findings.
  7. Coordinate a review meeting with staff to confirm all relevant data has been incorporated in the draft report.

#### **D. Draft/Final Reports**

1. Prepare a consolidated draft report to be provided to the City in electronic form for their review which will include:
  - a. Table of Contents
  - b. Executive Summary
  - c. Site Assessments/Facility Analysis
  - d. Maintenance Assessment
  - e. Recommendations including costs
  - f. Appendix with site assessment reports and, if applicable, photos and site plans.
2. Based on the comments received, prepare a Final Report for the Park Facilities Condition Assessment/Maintenance Analysis.
3. Provide ROM for replacement for each site.
4. Provide one electronic version of a Report of Findings that will present the recommendations from our analysis.
5. Two coordination meetings with the City to review the Report of Findings

#### **E. Presentations**

1. Based on the information received we will prepare and present to the Park, Recreation and Open Space Commission the final Park Facilities Condition Assessment/Maintenance Analysis report.
2. Based on the information received from the Park, Recreation and Open Space Commission we will prepare and present final Park Facilities Condition Assessment/Maintenance Analysis report to the City Council.
3. Develop a PowerPoint presentation and staff report with the assistance of staff.
4. An electronic version of the Final Park Facilities Condition Assessment/Maintenance Analysis Report and a copy of all presentation materials will be provided to City staff for use on the City website or any other relevant communications for City purposes.

#### **F. Optional Services**

1. A number of optional services is offered at additional cost to the City and are delineated as **Task F** of the Professional Compensation section of this proposal.

### **PRODUCTS**

The following products will be provided to the City by Task:

#### **A. Assessment Start**

1. Meeting Agenda and Report
2. Review of the schedule.

#### **B. Landscape Assessment**

1. One electronic version of the rough draft report with a sample site map and matrix for the irrigation and landscape assessment of facilities will be emailed to the Director and/or his designate.

#### **C. Building Assessment**

1. One electronic version of the rough draft report for the building assessment of facilities will be emailed to the Director and/or his designate.

**D. Draft/Final Reports**

1. Electronic copy of the draft report including all elements the assessment of Park Facilities Condition Assessment/Maintenance Analysis Report will be emailed to the Director of his designate
2. Electronic copy of the FINAL report including all elements the assessment of Park Facilities Condition Assessment/Maintenance Analysis Report will be emailed to the Director of his designate.

**E. Presentations**

1. Electronic copy of the presentation materials for the Park, Recreation and Open Space Commission presentation.
2. Electronic copy of the presentation materials for the City Council presentation.
3. All hard copies from the presentation will be provided by the City

**PROJECT TIMELINE**

For the purpose of this proposal, we propose the following timeline:

October 14, 2014	Contract Awarded
November 11, 2014	Kick-Off meeting with the City and Consultant team <ul style="list-style-type: none"><li>• Develop base maps for each site – 3 weeks</li><li>• Develop base facilities inventory – 3 weeks</li><li>• Develop inventory and assessment parameters for all facilities – 3 weeks</li></ul>
January 6, 2015	Meeting with the City to approve assessment parameters
January 12, 2015	Start site evaluation process <ul style="list-style-type: none"><li>• Site visits for all facilities by consultant team</li><li>• Park and Landscape Assessment including irrigation assessment – 8 weeks<ul style="list-style-type: none"><li>○ Site assessment – 6 weeks</li><li>○ Draft Report – 2 weeks</li></ul></li><li>• Building Facility Assessment – 5 weeks</li><li>• Playground inspections – 3 weeks</li><li>• Life cycle cost analysis</li><li>• Complete draft reports for the following:<ul style="list-style-type: none"><li>○ Park and Landscape Assessment</li><li>○ Building Assessment</li><li>○ Irrigation Assessment</li></ul></li></ul>
March 31, 2015	Meeting with City to review preliminary evaluation report and receive comments
April 14, 2015	Receive comments from City
April 30, 2015	Final draft report to City for review
June 2, 2015	Receive final comments from City staff <ul style="list-style-type: none"><li>• Update and finalize report</li></ul>
July 8, 2015	Presentation to the Parks, Recreation and Open Space Commission <ul style="list-style-type: none"><li>• Receive comments</li><li>• Revise Report as may be required</li></ul>
August 10, 2015	Presentation of the final report to the City Council

The above timeline does not include review times by the City or any other public agency.

**SPECIAL PROVISIONS**

- A. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:
  - 1. Meetings other than those listed
  - 2. Presentations to public bodies, other than those listed
  - 3. Project design documentation or costing in addition to what is noted above
  - 4. Architecture and engineering design services
  - 5. Topographic or underground utility survey work
  - 6. Environmental review, studies, or CEQA documentation
  - 7. Permit processing or Fees associated with the project
  - 8. Outside public Agency review or coordination.
  - 9. Utility assessment for water, sewer and storm services and lines.
  - 10. Renderings
  - 11. Material Testing
  
- B. Services will be diligently pursued and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant, including, but not limited to, strikes, lockouts, labor disputes, or the inability of Client, their consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

**PROFESSIONAL COMPENSATION**

The fixed fee for the above services is based on the current hourly rate of the office as defined in the attached Charge Rate Schedule. Verde Design respectfully requests the following fixed fee (including the stated products and anticipated reimbursable expenses) for the services outlined in the Scope of Work. This fee is based on the anticipated work effort that will be required to successfully complete this project.

<b>Task A.</b>	Assessment Process	\$ 15,210
<b>Task B.</b>	Landscape Assessment	\$ 74,027
<b>Task C.</b>	Building Assessment	\$ 31,560
<b>Task D.</b>	Draft/Final Reports	\$ 14,410
<b>Task E.</b>	Presentations	\$ 14,759
	<b>Total</b>	<b>\$ 149,966</b>

**Task F. Optional Services** (are subject to a cost plus 10% markup)

1.	Water system pressure pump assessment per site	\$2,200
2.	Playground inspection reports per site	\$770
3.	ALTA survey per building up to \$10,000 or cost plus 10%	\$11,000
4.	Hazmat survey incl. asbestos, lead, mold up to \$5,000 or cost plus 10%	\$5,500
5.	Environmental/property condition/seismic assessment/building + 10%	\$13,200
6.	Water audits and well system analysis at cost plus 10% / minimum	\$500
7.	Storm water runoff evaluation at T&M allowance	\$20,000
8.	Project Administration for Optional Services at T&M allowance	\$1,500
9.	Irrigation water budgeting, water use and cost savings opportunities	TBD
10.	Irrigation controller programming review and recommendations	TBD
11.	Location of irrigation POC, mapping and field investigation for the purpose of flow sensing addition to smart controllers.	TBD
12.	Cost estimating and field investigation for Fertigation Systems	TBD

13. Value Based RFP & Landscape Maintenance Program

TBD

As noted above, Verde Design will be entitled to bill reimbursable expenses as noted on the attached Charge Rate Schedule. Additional services will be charged on a time and materials basis or as listed above. Charges for additional services will be billed separately.

Should the project be delayed beyond the agreed upon project schedule by the Client to a level that puts the project on hold, a re-start fee will apply. This fee will be determined at that point based on the amount of downtime and additional work required to bring the project on line.

**CHANGE IN SERVICES**

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

In the event that additional services including, but not limited to design, plans, renderings, and presentations not included in the Scope of Services are required; or for changes and revisions requested by the Client after work has been performed, they will be performed on an hourly charge rate basis as extra work in accordance with the charge rate schedule in effect at the time the services are performed.

Thank you for selecting Verde Design for the Park Facilities Condition Assessment/Maintenance Analysis project. We are looking forward to providing you with the information the City of Concord needs for moving forward.

Yours truly,

Verde Design, Inc.

Derek C. McKee, RLA  
Principal

CC: Nance Cronin, CFO, Verde Design

EXHIBIT A		City of Concord Building Assessment		10.8.14
Address	Occupancy	Site Description	Sq Feet	
1204 LA VISTA	STORAGE BUILDING	MARKHAM NATURE PARK	1,392	
OAK GROVE ROAD AND RISDON ROAD	PLAY STRUCTURES	YGNACIO VALLEY PARK	0	
900 Oak Grove Rd.	RESTROOM/STORAGE	YGNACIO VALLEY PARK	700	
1351 NEWHALL PARKWAY	MAINTENANCE BUILDING	NEWHALL COMMUNITY PARK	1,344	
1351 NEWHALL PARKWAY	RESTROOM	NEWHALL COMMUNITY PARK	160	
1351 NEWHALL PARKWAY	STORAGE	NEWHALL COMMUNITY PARK	420	
1371 DETROIT AVENUE	MAINTENANCE BUILDING	MEADOW HOMES PARK	1,413	
1371 DETROIT AVENUE	SPRAY PARK	MEADOW HOMES PARK	3,150	
1371 DETROIT AVENUE	RESTROOMS	MEADOW HOMES PARK	136	
1371 DETROIT AVENUE	PICNIC AREA & FIELD LIGHTING	MEADOW HOMES PARK	0	
1950 PARKSIDE DRIVE	PARKS OFFICE	CORPORATE YARD	828	
2740 EAST OLIVERA	SNACK SHACK & RESTROOMS	WILLOW PASS COMMUNITY PARK	648	
2790 PARKSIDE CIRCLE	PRE-SCHOOL/DANCE STUDIO	BALDWIN PARK	2,636	
2850 EAST OLIVERA	MAINTENANCE OFFICE	WILLOW PASS COMMUNITY PARK	600	
2850 EAST OLIVERA	RESTROOM	WILLOW PASS COMMUNITY PARK	384	
2850 EAST OLIVERA	SCOREKEEPERS BUILDING	WILLOW PASS COMMUNITY PARK	204	
3501 COWELL ROAD	STORAGE SHED	CONCORD COMMUNITY PARK	100	
2740 EAST OLIVERA	MAINTANENCE BLDG # 1	WILLOW PASS COMMUNITY PARK	100	
2850 EAST OLIVERA	MAINTANENCE BLDG # 2	WILLOW PASS COMMUNITY PARK	100	
3501 COWELL ROAD	MAINTENANCE BUILDING	CONCORD COMMUNITY PARK	265	
3501 COWELL ROAD	RESTROOM	CONCORD COMMUNITY PARK	700	
3501 COWELL ROAD	SNACK SHACK	CONCORD COMMUNITY PARK	252	
3501 COWELL ROAD	PLAYSTRUCTURE	CONCORD COMMUNITY PARK	0	
3701 TREAT BLVD.	MULTI-PURPOSE/GARAGE	LIME RIDGE	2,479	
3915 COWELL ROAD	SCIENCE CENTER	MARKHAM NATURE PARK	1,610	
2750 PARKSIDE CIRCLE	RESTROOM	BALDWIN PARK	260	
3501 COWELL ROAD	IRON MOUNTAIN FORGE/CASTLE	CONCORD COMMUNITY PARK	0	
4313 Concord Blvd.	RESTROOM/STORAGE	DAVE BRUBECK	251	
GRANT STREET AND OLIVERA ROAD	RESTROOM/STORAGE	HILLCREST PARK	251	
GRANT STREET AND OLIVERA ROAD	MATTEO'S DREAM PLAYSTRUCTURES	HILLCREST PARK	0	
1326 PENNSYLVANIA BLVD.	KIMPAN PLAY EQUIPMENT	HIGHLANDS PARK	0	
1950 PARKSIDE DRIVE	ENTRY MONUMENT	WILLOW PASS ROAD ENTRY WAY	0	
MONUMENT BOULEVARD	ENTRY WAY MONUMENT	MONUMENT BLVD ENTRY WAY	0	
2750 PARKSIDE CIRCLE	PLAYSTRUCTURE	BALWIN PARK	0	
KENT WAY AND JERI PLACE	PLAYSTRUCTURE	BRAZIL QUARRY PARK	0	
1118 VICTORY LANE	PLAYSTRUCTURE	CAMBRIDGE PARK	0	
1118 VICTORY LANE	RESTROOMS/STORAGE	CAMBRIDGE PARK	300	
2974 SALVIO STREET	PLAYSTRUCTURE	CIVIC CENTER	0	
4363 CONCORD BOULEVARD	PLAY STRUCTURE	DAVE BRUBECK	0	
1736 CLAYTON ROAD	PLAY STRUCTURE	ELLIS LAKE PARK	0	
PASO DEL RIO WAY		PINE HOLLOW PARK	0	
2151 SALVIO STREET	PLAYSTRUCTURE	TODOS SANTOS PLAZA	0	
2151 SALVIO STREET	STAGE	TODOS SANTOS PLAZA	472	
3113 GRANT STREET	PARK MAINTENANCE	HILLCREST PARK MAINTENANCE BUILDING	1,344	
3113 GRANT STREET		HILLCREST PARK SHADE STRUCTURE	0	

**Verde Design, Inc.**

**Charge Rate Schedule  
Effective until December 31, 2015**

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

**PROJECT RATES**

Principal	\$200.00 per hour
Project Manager/Construction Manager	
Level Four	\$190.00 per hour
Level Three	\$170.00 per hour
Level Two	\$145.00 per hour
Level One	\$130.00 per hour
IT Manager	\$150.00 per hour
CAD Manager	\$130.00 per hour
Project Designer	\$120.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$120.00 per hour
Draftsperson Level II	\$105.00 per hour
Draftsperson Level I	\$95.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

**REIMBURSABLE RATES**

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

**REIMBURSABLE EXPENSES**

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service