

**CITY OF LIVERMORE, CALIFORNIA**

**REQUEST FOR QUALIFICATIONS**

**CONSULTANT SERVICES FOR A  
DISASTER DEBRIS MANAGEMENT PLAN**

**A. INTRODUCTION:**

The City of Livermore (City) is seeking qualifications for professional services to develop and assist City staff in the design and implementation of a FEMA and CalOES approved Disaster Debris Management Plan to prepare for various disaster debris management situations, both natural and human-made (e.g. fire, earthquake, flood, civil unrest, terrorist act, etc.).

**B. SCOPE OF SERVICES:**

Objective

The selected Consultant will conduct a needs assessment, develop a Disaster Debris Management Plan (Plan), facilitate FEMA and CalOES approval, and assist in implementation of the Plan.

The selected Consultant will participate in a “kick off” meeting and provide a written workplan which may be modified as needed prior to the start of the project.

**1. SERVICES DESIRED:**

The following is a preliminary scope of work to be utilized when submitting a response. Proposers are encouraged to include any other tasks germane to the stated objective of this RFQ for the City’s consideration. The City desires assistance planning for the following activities:

- Determine FEMA Public Assistance eligibility requirements;
- Evaluate applicable environmental rules, including federal, state, and local requirements, including responsibilities of the City’s franchise hauler;
- Identify if an internal City debris management team is needed and, if so, potential members;
- Forecast debris amounts and types and determine a methodology to identify disaster-related debris and differentiate disaster-related debris from unrelated commercial and residential waste streams;

- Inventory debris management capacity by listing locations of all types of debris management facilities, including evaluating options related to recycling, composting, and disposal of debris;
- Evaluate equipment and administrative needs and assist City staff with the Request for Proposal process to hire a debris management and removal contractor, an independent debris monitoring company, and facilities to stage, sort and recycle/compost/dispose of debris;
- Identify any grants or revenues available to assist with the design and implementation of the Plan, including participation in the Public Assistance Alternative Procedures Pilot Program;
- Facilitate approval of the Plan through FEMA, CalOES, and any other relevant agency, and
- Propose any other relevant requirements to include in a robust Plan.

## 2. MINIMUM QUALIFICATIONS OF CONSULTANT:

It is expected that the firm or individual will have experience with public sector projects of similar nature and scope. The successful firm or individual will demonstrate experience with a minimum of three municipally-directed projects pertaining specifically to the design and implementation of a Plan.

## 3. INSURANCE REQUIREMENTS:

The firm or individual selected to perform the work will be required to provide the City with the contract insurance and indemnification in the amount shown in Exhibit B of the Sample Professional Services Agreement found in Attachment A.

## **C. THE STATEMENT OF QUALIFICATIONS:**

### 1. FORMAT AND REQUIREMENTS:

Statements of Qualifications shall be 8-1/2" by 11", with the pages numbered sequentially. One-inch margins shall be provided on all pages. Statements shall be in a 12-point font and may be single or double-spaced. Statements shall be submitted in electronic format using Adobe Acrobat (.pdf).

### 2. STATEMENT OF QUALIFICATIONS CONTENTS:

The Statement of Qualifications shall include the following:

- A. Letter of Transmittal. Identify the individual or parties, and provide its (their) address along with the name of a contact person and a telephone number (one page maximum).

- B. Describe the firm's experience with public sector projects of a similar nature and scope. Emphasis should be placed on projects undertaken within the past three years.
- C. Identify all personnel who will be assigned to work on this project. Include brief summaries of their background and experience, as well as the assigned responsibilities for this project.
- D. Identify any sub-consultants and include the same information as described under "C".
- E. Provide a 1-2 page discussion describing your firm's approach to developing the indicated Plan. Detail your strategy and vision for the final deliverables resulting from this effort.
- F. Provide a timeline for completion of the Campaign. Any assumptions regarding turnaround time for review should be clearly noted.
- G. Provide references for your firm's three most representative projects. Include the following:
  - 1) Name of public agency
  - 2) Name and title of contact person
  - 3) Telephone number and email of contact person
  - 4) Brief description of the project including start and completion dates and your firm's role in the project
  - 5) The telephone number, email and contact names of firms involved in the project

#### **D. THE PROCESS:**

##### 1. SUBMITTAL OF THE STATEMENT OF QUALIFICATIONS:

The Statement of Qualifications shall be submitted using Adobe Acrobat (.pdf format) to Judy Erlandson via email at [jaerlandson@cityoflivermore.net](mailto:jaerlandson@cityoflivermore.net) by no later than **4:00 p.m. on December 15, 2017.**

##### 2. STATEMENT OF QUALIFICATIONS REVIEW:

Statements of Qualifications may be evaluated by a review board of City staff and other qualified individuals. Submittals will be evaluated according to project understanding by the Consultant, and the qualifications of firm in providing services of a similar nature and how relevant that experience is to this project. **Selected firms will be notified by December 31, 2017 and may make a mandatory formal presentation to City staff on January 11, 2018.**

### 3. AWARD:

The top ranked party will be invited to enter into negotiations with City staff on the terms of a Consultant contract, based on a submitted proposal. The negotiations will occur in **January and February 2018**. If a satisfactory agreement cannot be negotiated, then the same process will be undertaken with the next highest ranked party on this list until a satisfactory agreement can be reached. **The City reserves the right to not award a contract.** The City anticipates executing a contract in **early spring 2018** to begin providing services immediately.

The Consultant, as an independent contractor, will report to the City of Livermore Public Works Manager.

### **E. CONCLUSION:**

If you have any questions, or need additional information, please contact Judy Erlandson at [jaerlandson@cityoflivermore.net](mailto:jaerlandson@cityoflivermore.net) or 925-960-8002.

Sincerely,

Judy Erlandson  
Public Works Manager  
City of Livermore

Attachments:

Attachment A – Sample Professional Services Agreement

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this        day of        , 2017, by and between the City of Livermore ("City"), a municipal corporation, and ("Consultant"), {a/an} {list consultant's state of registration here} {identify type of entity here} eg: a California corporation.

### RECITALS

City requires professional services to        .

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

### AGREEMENT

**NOW, THEREFORE**, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.
2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.
3. **Description of Services.** Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):
4. **Consultant's Responsibilities.** Consultant shall:
  - (a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;
  - (b) Provide the resources necessary to complete the Services in a timely manner;
  - (c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

**(d)** Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

**(e)** Comply with all laws in effect that are related to Consultant and the Services;

**(f)** Coordinate the Services with \_\_\_\_\_ (“Project Manager”), or such other person designated as the Project Manager by City;

**(g)** Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

**(h)** Only invoice City for the Services rendered. Consultant’s invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

**(i)** Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City’s place of business during normal business hours. Consultant shall give City 30 calendar-days’ written notice prior to destroying the invoices and records, and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

**(j)** Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager’s written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; and,

**(k)** Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant.

**(l)** If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker’s compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.

**5. Compensation and Payment.**

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of \$ \_\_\_\_\_ ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

**6. Term.** The term of this Agreement commences on \_\_\_\_\_, 20\_\_\_\_, and terminates upon the completion of the Services or \_\_\_\_\_, 20\_\_\_\_, whichever occurs first.

**7. Termination by City.** City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

**8. Ownership of Documents.** All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

**9. Copyright and Right of Use.** All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

**10. Confidentiality.** Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

**11. Indemnity and Defense.**

**(a) Definitions.** When used in this “Indemnity and Defense” section, these terms have the following meaning:

(1) “City,” means the City, its elected officials, officers, directors, employees, agents, or designated volunteers.

(2) “Design Professional,” means licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the provisions of the California Business and Professions Code listed at California Civil Code, section 2782.8, upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement.

(3) “Non-Design Professional,” means any person or entity upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement who or which is not a Design Professional.

(4) “Loss,” or “Losses,” mean all claim for or actual loss, liability, damage, cost, and expense including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with Consultant’s obligation or work to perform this Agreement including the City’s active or passive negligence, except for such Loss arising from the sole negligence or willful misconduct of the City.

**(b) Non-Design Professional Services.** Consultant shall defend, indemnify, and hold harmless the City from and against any alleged Loss arising out of, pertaining to, or relating to, the services of any Non-Design Professional.

**(c) Design Professional Services.** For an alleged Loss that solely arises out of, pertains to, or relates to, the services of a Design Professional, Consultant shall defend and indemnify the City solely for such Losses due to the negligence, recklessness, or willful misconduct of the Design Professional(s) as allowed by application of California law, including California Civil Code, section 2782.8, as written on the effective date of this Agreement and according to applicable judicial interpretations.

**(d) Mixed Services.** If an alleged Loss arises out of, pertains to, or relates to both the services of a Design Professional and a Non-Design Professional, Consultant shall defend City against the claimed Loss and shall indemnify and hold harmless City from all Losses alleged against the Non-Design Professional combined with any Losses allegedly due to the negligence, recklessness, or willful misconduct of any Design Professional.

**12. Insurance.** Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit “B” against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in

the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

**13. Acceptance of Final Payment.** Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

**14. Acceptance of Work.** City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

**15. Conflict of Interest.** Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

**16. Economic Disclosure.** Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

**17. Non-Exclusive Agreement.** This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

**18. No Assignment.** Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

**19. Remedies.** All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

**20. Construction of Language.** The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an



In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

**CONSULTANT:**

**Dated:**

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_

**CITY OF LIVERMORE:**

**Dated:**

\_\_\_\_\_  
{Name of person authorized to sign per Muni Code 2.68}  
{Title}

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant/City Attorney

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements

**THIS FORM IS TO BE COMPLETED BY CITY STAFF ONLY**

**CITY OF LIVERMORE  
DETERMINATION OF CONFLICT OF INTEREST  
REPORTING FOR CONSULTANTS**

Consultant Name (include name of specific person doing work if known).

Contract/Project Title.

Brief Description of work to be done, or final product, and how it will be used.

Is the Consultant making, participating in making, or influencing a governmental decision?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the Consultant performing work that could or would be done by an employee identified in the City of Livermore Conflict of Interest Code?	Yes <input type="checkbox"/> No <input type="checkbox"/> If YES, please identify the title for the designated employee:

Completed by Department Head

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



City Attorney Determination:

Disclosure:  None  Category 1  Category 2  Category 3  Category 4

Name and address of each individual subject to reporting requirements:

Comments:

Assistant/City Attorney

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:  
**\$1,000,000** per occurrence/**\$2,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:  
**\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:  
Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:  
**\$1,000,000** per occurrence.

#### Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

#### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special

- limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
  3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
  4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
  6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
  7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

### **Verification of Coverage**

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.