

**City of San Jose
Request for Qualifications**

NOTICE TO INTERESTED CONSULTANTS

The CITY OF SAN JOSÉ invites Statement of Qualifications submittals for

**RFQ# 091009 ESD: ENVIRONMENTAL ASSESSMENT,
INVESTIGATION AND COMPLIANCE SERVICES**

The City of San José Environmental Services Department seeks responsible Environmental Engineering Consultants to submit Statement of Qualifications (SOQ) demonstrating relevant experience and ability to provide professional services for the type of projects listed below.

- Environmental Site Assessments
- Soil and Groundwater Investigations
- Leaking Underground Fuel Leak Investigations
- Health Risk Assessments
- Asbestos and Lead-Based Paint Surveys
- Remedial Design and Feasibility Studies
- Air Quality Studies
- Miscellaneous Environmental Compliance Support

This Request for Qualifications solicitation has been developed in accordance with the City of San José, Council adopted, Qualifications Selection Process to encourage participation of well-qualified environmental consultants available to provide the services and expertise necessary to satisfy the varied program requirements for City Projects. Qualification Based Consultant Selection represents the City's intent to provide a fair and objective process that yields the highest quality professional services at a fair and reasonable price.

The Request for Qualifications package may be obtained through BidSync at www.BidSync.com or on the City's BidLine website, <http://www.sanjoseca.gov/purchasing/default.asp> under Consultant Contracts.

Contact Name: Donna Lea-Fujimoto
City of San José – Environmental Services Department
200 E. Santa Clara St., 10th Floor
San José, CA 95113-1905
esdrfp@sanjoseca.gov

FILING OF SUBMITTALS

A sealed SOQ package must be received on or before **3 PM, August 2, 2010**

NOTE:

It is the sole responsibility of the Consultant to see that the submittal is received before the stated deadline. Respondents must select a method of delivery that ensures submittals will be delivered to the correct location by the due date and time. Failure to provide the information requested herein prior to the time and date specified above will preclude participation in the selection process. Late proposals will be returned.

END OF NOTICE

Request for Qualification Statement

Environmental Consultant Services for the City of San Jose

**RFQ# 091009 ESD:
Environmental Assessment, Investigation and Compliance Services
(MASTER CONSULTANT AGREEMENT)**

Issue Date: July 9, 2010

Due Date: 3:00pm, August 2, 2010

**CITY OF SAN JOSE
Environmental Services Department
Sustainability and Compliance
200 E. Santa Clara St., 10th Floor
San Jose, CA 95113-1905**

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- B: Request for Local/Small Business Preference
- C: Previous Client Reference Worksheet
- D: Conflict of Interest Form
- E: Insurance Acknowledgement
- F: Statement of Qualifications (SOQ) Form

1. INTRODUCTION

The City of San José Environmental Services Department (ESD) is seeking Statements of Qualifications (SOQ) from environmental consultants interested in providing environmental assessment, investigation and design services on an as-needed basis for various City projects.

The Request for Qualifications (RFQ) identifies the general project scope and procedures for Consultant involvement in this process. Responding Consultants shall have relevant experience and the ability to provide professional services for various project types. One or more consultants may be selected for contract negotiations as a result of this process.

2. SCOPE OF SERVICES

The City is seeking environmental consultant(s) to enter into Master Agreement(s) for environmental work to be completed in compliance with all applicable federal, state, and local regulations. All environmental work shall be conducted in conformance with applicable California state law. The various services the Consultant(s) may be asked to perform are generally described in ***Exhibit B in Exhibit III: Exemplar Master Agreement for Consultant Services***. The specific tasks requested for an individual project will be authorized through a separate Service Order prepared prior to the start of work, which will also include the time limit within which such services must be completed and the compensation for such services. Consultant(s) shall not perform any services unless authorized by a fully executed Service Order. The City is not obligated to issue any Service Orders under a Master Agreement.

3. MINIMUM QUALIFICATIONS

All responding Consultants shall have and maintain all required certifications and licenses related to environmental related investigative, assessment and designing work including, but not limited to, a Professional Engineer's license in the state of California, Certified Engineering Geologist, and/or Registered Geologist.

4. TERM OF AGREEMENT

It is anticipated that the City and each selected Consultant will negotiate a Master Agreement for a three (3) year term.

5. COMPENSATION AND WORK HOURS

Each Master Agreement will be for a maximum amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000). The specific tasks requested for an individual will be authorized through a separate Service Order prepared prior to the start of work, which will also include the time limit within which such services must be completed and the compensation for such services.

Consultant work hours shall be established prior to commencement of any services. The City's standard work hours are from 8:00 to 5:00 pm.

6. PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

- 6.1 All questions must be made through the contact listed on the cover sheet of this document, via e-mail to esdrfp@sanjoseca.gov or through BidSync (www.BidSync.com). Contact with representative(s) other than the name listed in this RFQ is grounds for disqualification. The City will provide a written response to all questions in the form of an Addendum.
- 6.2 Notwithstanding the previous sentence, nothing in this RFQ shall prohibit any member of a prospective consultant's firm or any persons working for or representing a prospective consultant from communicating with any person in the City, including but not limited to the City Council, regarding an alleged failure of a City employee to follow the procedures or requirements governing the request for qualifications, or any alleged misconduct or impropriety of a City employee related to the request for qualifications.

7. SUBMITTAL REQUIREMENTS

- 7.1 Submit one original and three (3) copies of the Statement of Qualifications. Clearly label the outside of the box or package with **"RFQ# 091009 ESD: Environmental Assessment, Investigation and Compliance Services"**. The original signature version is to be clearly identified as "Original" and copies are to be clearly identified as such.
- 7.2 Include one (1) electronic copy of the submittal in PDF Format on a CD. Include the cover letter, project approach, attachments A – F, and written reports from two exemplary projects. (Attachment B is optional.)
- 7.3 Copies shall be double-sided on 8 ½" x 11" recycled paper. No oversize pages (larger than 8-1/2 x 11), shall be included in the submittal.
- 7.4 Deliver the completed Statement of Qualifications to:

City of San Jose, Environmental Services Department
200 E. Santa Clara St., 10th Floor
San Jose, CA 95113-1905
Attn: Donna Lea-Fujimoto
RFQ# 091009 ESD: Environmental Assessment, Investigation and
Compliance Services

Statements must be received at the above address no later **3 PM, August 2, 2010**. Statements of Qualifications (SOQ) will not be returned. No SOQ shall be accepted after the above listed deadline. Facsimile, emailed or electronic format proposals are not acceptable.

- 7.5 In order to be considered, all requested qualification information below shall be submitted. All prospective consultants must complete and submit all qualification and other supplemental information, in one complete package by the deadline date. The City will not accept information or documents from parties other than the submitting consultant.

7.6 Incomplete Qualification Statements

Incomplete and/or unsigned submissions will not be considered. However, if a submission is incomplete and it appears that the omission can be corrected promptly, the affected firm may be contacted and offered the opportunity to complete the statements and provide the required information within a prescribed period of time, which will not be extended. If a firm does not respond within the time stated, the Qualification Statement will not be considered.

7.7 Rejection of Submitted Requests for Qualification

Consultant Statement of Qualifications (SOQ) that are not current, accurate and/or completed accurately to the prescribed format defined shall be considered non-responsive and eliminated from further consideration.

7.7.1 The City reserves the right to waive minor irregularities in the SOQ format.

7.7.2 The City reserves the sole right to evaluate the consultant candidate's qualifications and reject any or all SOQ.

7.8 Selection Process Termination

The City reserves the right to accept or reject any item or group(s) of items of a response. The City reserves the right to terminate the selection process at any time, without making an award to any or all consultants on the ranked candidate list. The City shall not be obligated to respond to any SOQ submitted, nor be legally bound in any manner by the submission of the SOQ. The City may also, at its sole discretion, choose a ranked consultant or consultants to perform any or all of the individual project work phases.

8. SUBMITTAL CONTENTS

8.1 **COVER LETTER**

A Cover Letter signed by an authorized representative of the firm requesting consideration for this solicitation stating general qualifications, expertise and ability to perform the scope of services as described in this RFQ is required. The Cover Letter must be no more than 2 double-sided pages and include a description of your firm, its history, and how your firm meets the minimum qualifications described in this RFQ.

Include a brief statement acknowledging the Consultant's willingness to accept the City's standard Agreement for Professional Consultant Services (Exhibit III) as is, without modifications. By submitting the SOQ, the Consultant is agreeing to enter into an agreement in the form and the terms of the Exemplar Master Agreement.

Acknowledge and agree to comply with Exhibit II: City's Gift Ordinance.

8.2 **PROJECT APPROACH**

In 2 double-sided pages or less, describe how your firm would approach and staff the work described in this RFQ. Describe your approach to the quality of work, cost

controls, responsiveness and ability to remain within scope, schedule and budget. Describe the demonstrated reliability of the firm and continuity of the firm's proposed staff and subconsultants, if any. Resumes for the staff and subconsultants, if any, performing the work should be provided as an appendix.

8.3 STATEMENT OF QUALIFICATIONS (SOQ)

Consultant shall complete, sign, and submit **Attachment F: Statement of Qualifications (SOQ) Form** provided with this RFQ. This form should be directed toward public facilities work defined in this RFQ, and shall contain a minimal amount of promotional information.

8.4 PROJECT SAMPLES

Written reports of two projects that best exemplify the firm's capabilities and expertise are to be submitted in pdf format on the proposal CD. Preferable exemplar projects would include, but not be limited to, the redevelopment of a contaminated site where professional judgment and experience was demonstrated; where industry and regulatory accepted rationale and methodologies were implemented; and where conclusion and recommendations were based on an evaluation of the technical findings in the context of the project (i.e. land use).

8.5 ATTACHMENTS

In the original signature version of your firm's submittal include one original copy of Attachments A through F. Attachment B is optional. In the submittal copies include only the cover letter, project approach and **Attachment F: Statement of Qualifications**.

8.5.1 Attachment A: Proposal Certification

8.5.2 Attachment B: Request for Contracting Preference for Local and Small Business Preference

8.5.2.1 Submit this form with your proposal only if you wish to be considered for this preference. It may not be submitted late.

8.5.3 Attachment C: Previous Client Reference Worksheet

8.5.3.1 Three (3) references are required from the proposer. Information to meet the reference requirements is to be provided using this attachment. The form may be copied as required.

8.5.4 Attachment D: Conflict of Interest Form

8.5.5 Attachment E: Insurance Acknowledgement Form

8.5.5.1 This form acknowledges that the firm can and is willing to obtain the minimum scope and limits of insurance contained in the Exemplar Master Agreement.

8.5.6 Attachment F: Statement of Qualifications

9. CONSULTANT SELECTION PROCESS AND EVALUATION CRITERIA

- 9.1 In accordance with the Qualifications Based Consultant Selection Policy for Architectural, Engineering and Project Management Consultants, screening panel representatives from the Environmental Services Department and other City departments will apply a scoring matrix based on the evaluation criteria in Section 9.3 to establish a ranked consultant list best matching the Department's needs. Based upon the total scores, the numerically ranked consultant short list will be used to determine the highest ranked consultants that shall be selected to begin negotiations for the environmental services contract for City projects.

Exhibit I: RFQ Process Timeline identifies the key tasks and dates.

- 9.2 Consideration of a prospective Consultant's qualifications will be made only if the prospective Consultant meets all the minimum qualifications.
- 9.3 The evaluation criteria used for the screening of the SOQs shall be based on the following 100 point system:
- | | |
|------------|---|
| 25 points: | Qualifications and expertise of firm and firm's lead professional personnel |
| 10 points | Project Approach |
| 25 points: | Technical Capabilities - Prior experience with environmental consultant/subconsultant work on environmental projects. The ideal company will show experience and expertise in the variety of categories. Examples of potential projects include leaking underground storage tanks, site assessment and investigations of properties that City is interested in obtaining, asbestos and lead-based paint surveys, air quality studies, miscellaneous compliance support for City owned properties that store/use hazardous materials and other environmental support on an as-needed basis. This is based on the types of projects listed under #10 of the SOQ. |
| 30 points: | Project Samples. Written examples of two exemplary projects (To be submitted electronically). |
| 5 points: | Local business enterprise |
| 5 points: | Small business enterprise |

The City reserves the right to interview prospective firms/individuals prior to making its selection.

- 9.4 The City reserves the right to verify from other available sources the information provided by the consultant and to rely upon such information gathered during the

verification process. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information.

- 9.5 Any consultant deemed not qualified, or consultants whose rating changes sufficiently to disqualify them, will be notified in writing. No consultant shall have the right to appeal based upon an incomplete or late submission of the qualification statement.

10. GROUND FOR DISQUALIFICATION

- 10.1 All Proposers are expected to have read and understood Council Policy 0-35 on Procurement and Contract Process Integrity and Conflict of Interest adopted on February 6, 2007. A complete copy of the policy can be found at:
http://www.sanjoseca.gov/clerk/cp/manual/CPM_0_35.pdf
- 10.2 Any proposer who violates the Policy will be subject to disqualification. Generally the grounds for disqualification include:
- 10.2.1 Contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.
 - 10.2.2 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.
 - 10.2.3 Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.
 - 10.2.4 Failure to direct all questions/inquiries through the contact listed in this document.
 - 10.2.5 Evidence of submitting incorrect information in the response to a solicitation or misrepresentation or failure to disclose material facts during the evaluation process.
- 10.3 In addition to violations of Council Policy 0-35, the following conduct may also result in disqualification:
- 10.3.1 Offering gifts or souvenirs, even of minimal value, to City officers or employees.
 - 10.3.2 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.
 - 10.3.3 Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.
 - 10.3.4 Proposer's default under any City agreement, resulting in termination of such agreement.

11. CONFLICT OF INTEREST

- 11.1 In order to avoid a conflict of interest or the perception of a conflict of interest, proposer(s) selected to provide services under this RFQ will be subject to the following requirements:
- 11.2 The proposer(s) selected under this RFQ will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFQ.
- 11.3 Proposer(s) may not have any interest in any potential proposer for future City procurements that may result from the work performed under the agreement resulting from this RFQ.
- 11.4 In order to determine whether such interest may exist, all proposers must complete **Attachment D: Conflict of Interest Form**.

12. GENERAL INFORMATION

- 12.1 The City reserves the right to require from any or all consultant candidates supplemental information that clarifies the submitted materials.
- 12.2 The successful proposer will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in the **Exhibit E of the Exemplar Master Agreement (Exhibit III)**.
- 12.3 All costs associated with responding to this request are to be borne by the respondent.
- 12.4 It is the City's policy that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in connection with or related to the performance of City of San Jose contracts.
- 12.5 Any consultant doing business with the City of San Jose is required to pay a City of San Jose business tax. Successful consultant(s) must show proof of the tax being paid or pay the City business tax at time of contract award. Please contact the City's Treasury Division of the Finance Department at (408) 535-7055 to determine applicable costs.

13. LOCAL AND SMALL BUSINESS PREFERENCE

- 13.1 Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Business in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference shall be 5 points if the business is local and an additional 5 points if the business is small. In order for the Proposer to be eligible for local and/or small business preference, the Proposer must complete **Attachment B: Request for**

Contracting Preference for Local and Small Business. If the Proposer fails to complete this form and submit it with the proposal, the Proposer will be denied consideration for local/small business preference. This information cannot be submitted later.

- 13.2 The preference shall only be considered for the Prime Proposer(s). However, in the event that the proposing firm is a Joint Venture (JV) or Partnership as indicated on ***Attachment A: Proposal Certification Form***, then the Local Preference shall apply if any one of the firms in the JV or Partnership meets the definition for a local business. In order for a JV or Partnership to be considered for the Small Business Preference, then the aggregate of all of the employees that make up the JV or Partnership must meet the definition for a small business.

14. PUBLIC NATURE OF PROPOSAL MATERIAL

- 14.1 All correspondence with the City including responses to this RFQ will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 seq.). All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.
- 14.2 Therefore, any proposal which contains language purporting to render all or significant portions of their proposal “Confidential”, “Trade Secret” or “Proprietary”, or fails to provide the exemption information required as described below will automatically be considered a public record in its entirety and shall be disclosed to the requesting party without further consideration or notice.
- 14.3 Do not mark your entire proposal as “confidential”.
- 14.4 The City will not disclose any part of any proposal before it announces a recommendation for award, on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFQ will be subject to public disclosure.
- 14.5 If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as “Trade Secret” and refer to the appropriate section of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.
- 14.6 Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San Jose may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

RFQ PROCESS TIMELINE

KEY TASKS	DATE
Release of RFQ# 091009 ESD:	July 9, 2010
Deadline for submitting inquiries and/or clarifications by e-mail only to the contact listed below.	July 19, 2010 5 PM
Deadline for the City to respond to inquiries and/or clarifications in writing and posted on the ESD website via addendum.	July 23, 2010 3 PM
Proposals Due To: Donna Lea-Fujimoto City of San Jose, Environmental Services Dept. 200 Santa Clara St., 10 th Floor San Jose, CA 95113-1905 Attn: RFQ# 091009 ESD - Environmental Assessment, Investigation and Compliance Services	August 2, 2010 3 PM
Interview Selection Notification (Tentative – if needed)	Week of August 16
Interviews to be Conducted (Tentative – if needed)	Week of August 23
Notice of Intent to Award (Tentative)	Week of August 30
Start Date of Contracts (Tentative)	September 2010

GIFT ORDINANCE**Municipal Code, Chapter 12.08
Prohibition of Gifts****12.08.010 Gifts Prohibited**

- A. No officer or designated employee of the City or its Redevelopment Agency shall accept any gift, directly or indirectly, from any person who is subject to the decision-making or recommending authority of such officer or employee, except as specifically provided in this Chapter.
- B. "Person subject to the decision-making or recommending authority" means any individual, firm or entity whose interest or whose employer's or client's interest:
 - 1. Has been materially affected by the work of such officer or employee within the two (2) years prior to the time the gift is given; or
 - 2. In the future could reasonably be foreseen to be materially affected by the work of such officer or employee.

12.08.015 Political Reform Act Requirements

- A. The reporting and disclosure of gifts shall be done in accordance with the requirements of the Political Reform Act (California Government Code Section 81000 et seq., as amended) and the requirements in this Chapter.
- B. The gift limitations and disqualification requirements under the Political Reform Act are applicable to gifts which are not prohibited by this Chapter.

12.08.020 Gift Defined

"Gift" means a voluntary transfer of any thing, service, payment or value to the extent that legal consideration of equal or greater value is not received.

- A. As used in this Chapter, the term "gift" includes:
 - 1. Any rebate or discount in the price of any thing of value unless the rebate or discount is made in the regular course of business to members of the public.
 - 2. An officer's or employee's community property interest, if any, in a gift received by that individual's spouse.
 - 3. The provision of travel, including transportation, accommodations and food, except as expressly permitted pursuant to Section 12.08.030.
- B. As used in this Chapter, the term "gift" does not include:

1. Campaign contributions which otherwise comply with Title 12 of the San José Municipal Code and which are required to be reported under Chapter 4 of the Political Reform Act of 1974 as amended.
2. Any devise or inheritance.

12.08.030 Gifts Not Prohibited

This Chapter does not prohibit those gifts which strictly fall within the exceptions enumerated herein:

- A. **Gifts with a value less than fifty dollars (\$50):** Any gift, including meals and beverages provided to an officer or employee in a business or social setting, that has a value less than fifty dollars (\$50), as long as the total value of all such gifts received from any one donor does not exceed fifty dollars (\$50) or more in any calendar year.
- B. **Informational material:** Informational material such as books, reports, pamphlets, calendars, or periodicals or reimbursement for any such expenses. Informational material does not include provision of educational trips including transportation, accommodation and food.
- C. **Hospitality:** Gifts of hospitality involving food, beverages or occasional lodging provided to any officer or designated employee by an individual in such individual's primary residence.
- D. **Reciprocal gifts:** Presents exchanged between any officer or designated employee and an individual, other than a lobbyist as defined in Chapter 12.12, on holidays, birthdays, baby showers, or similar occasions provided that the presents exchanged are not substantially disproportionate in value.
- E. **Panels and seminars:** Free admission, food, beverages, and similar nominal benefits provided to an officer or employee at an event at which the officer or employee speaks, participates in a panel or seminar or performs a similar service, and reimbursement or advance for actual intrastate travel or for necessary accommodations provided directly in connection with such event.
- F. **Admission given by sponsor of an event:** Admission to ceremonial, political, civic, cultural or community functions provided by a sponsor of the event for the personal use of the officer or employee. For example, cultural events include theatrical productions and art exhibits; political events include political fundraisers.
 1. Admissions to regularly scheduled athletic events, such as tickets to professional sporting events, are not included as an exception to prohibited gifts.
 2. A sponsor of an event shall not include individuals, persons or organizations whose sponsorship of the event is solely limited to funding or monetary support such as the purchase of tickets.

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- G. **Employment interview - government employer:** Transportation, accommodation, food and directly related expenses advanced or reimbursed by a governmental agency in connection with an employment interview, when the interview is conducted at least one hundred fifty (150) miles from San José and where the situs of the employment will be at least the same distance from the City.
- H. **Employment interview - private employer:** Transportation, accommodation, food and directly related expenses incurred in connection with an employment interview and a bonafide prospect of employment, when the expenses are advanced or reimbursed to an officer or designated employee by a potential employer, provided that the officer or designated employee has not made or participated in the making of a governmental decision materially affecting the financial interest of the potential employer during the twelve (12) months immediately preceding the time the expenses are incurred or the offer of employment is made, whichever is sooner.
- I. **Authorized travel:** Transportation, accommodation, food and directly related expenses for any officer or designated employee which has been authorized by a majority of the City Council or Redevelopment Agency Board or which is pursuant to a written City or Redevelopment Agency policy for intrastate or interstate travel regardless of the source of payment.
- J. **City or Redevelopment Agency business:** Transportation provided to an officer or designated employee by a contractor or other person doing business with the City or Redevelopment Agency, provided that such transportation is related to City or Redevelopment Agency business which is within the scope of employment or the duties of such officer or designated employee, and further provided that such transportation is not in excess of one hundred twenty-five (125) miles one way. Nothing in this subsection shall be interpreted to limit the City Council's or Redevelopment Agency Board's discretion to approve travel under subsection I. above.
- K. **Flowers:** Flowers, plants or balloons which are given on ceremonial occasions, to express condolences or congratulations, or to commemorate special occasions.
- L. **Prizes and Awards from Bona Fide Competitions:** A prize or award received shall be reported as a gift unless the prize or award is received in a bona fide competition not related to the recipient's status as a City or Redevelopment Agency employee. If reported as a gift, the prize or award must comply with the disclosure and disqualification requirements under the Political Reform Act of 1974 as amended.
- M. **Wedding gifts:** Wedding gifts from an individual other than a lobbyist as defined in Chapter 12.12.

12.08.040 Acceptance of Gifts

A gift shall be deemed to have been accepted except where:

- A. It is not used, and, within thirty (30) days after receipt, is returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes.
- B. It is treated as and remains the property of the City or the Redevelopment Agency.
- C. It is received by an officer or designated employee in his or her official capacity or as a representative of the City or Redevelopment Agency, is reported to the City Council or Agency Board, and the Council or Board approves the retention.

12.08.050 Reporting Gifts to Domestic Partner, Spouse and Children

- A. At the time of filing the annual disclosure statement required by the Political Reform Act or any applicable conflict-of-interest code, each City and Redevelopment Agency officer and designated employee shall file a family gift report on a form to be provided by the City Clerk.
- B. The officer or designated employee shall indicate on such report any gifts known to have been accepted during the relevant reporting period by such officer's or employee's domestic partner, spouse and any dependent child where such gifts would have been prohibited to the officer or employee. The value of any such gift and the donor must be disclosed. If the officer or employee has no knowledge of any such gift having been received, the report shall so state.
- C. For purposes of this Section, domestic partner shall mean any person registered as a domestic partner by an employee with the City of San José.

**EXEMPLAR MASTER AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND
XXXXXXX
FOR
ENVIRONMENTAL SERVICES FOR VARIOUS CITY PROJECTS**

This AGREEMENT is made and entered into this ____ day of _____ 2010, by and between the City of San José, a municipal corporation (hereinafter “CITY”), and the Consultant, a _____ corporation (hereinafter “CONSULTANT”), authorized to conduct business in the State of California.

RECITALS

(Referred exhibits not attached will be added to final agreement)

The purpose for which this AGREEMENT is made and all pertinent recitals are listed on EXHIBIT A, entitled “RECITALS”, which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled “SCOPE OF SERVICES”, which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from date of execution of this AGREEMENT and continue through _____, 2013, inclusive, subject to the provisions of Section 12 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

CONSULTANT’s services shall be completed according to the schedule set out in EXHIBIT C, entitled “SCHEDULE OF PERFORMANCE”, which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to the CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000) Dollars. The rate and schedule of payment is set out in EXHIBIT D, entitled “COMPENSATION,” which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to the CITY a statement of the services performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures. Such statement shall be sent to the following address:

City of San José, Environmental Services Department
Attention: (Project Manager)
200 East Santa Clara Street, 10th Floor Tower
San José, CA 95113-1905

SECTION 6. INDEPENDENT CONTRACTOR.

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

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of the CONSULTANT are material considerations for this AGREEMENT. The CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of the CONSULTANT's obligations hereunder, without the prior written consent of the CITY. Any attempt by the CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. SUBCONSULTANTS.

Notwithstanding Section 7 above, the CONSULTANT may use subconsultants in performing the services under this AGREEMENT upon prior written approval by the CITY's Director of Environmental Services ("Director") or the Director's authorized designee.

CONSULTANT shall be responsible for directing the services of the approved subconsultants and for payment of any compensation due. CITY assumes no responsibility whatsoever concerning subconsultant compensation.

CONSULTANT shall change or add subconsultants only with the prior written approval of the CITY's Environmental Services Director or the Director's authorized designee.

SECTION 9 INDEMNIFICATION.

CONSULTANT shall defend indemnify and hold harmless CITY, its officers, employees and agents against all claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT, due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by the CITY shall not operate as a waiver of such right of indemnification.

SECTION 10. INSURANCE REQUIREMENTS.

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Human Resources or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide the CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 12. TERMINATION.

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's Director of Environmental Services is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay the CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 13. GOVERNING LAW.

CITY and the CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 14. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents, electronic equivalents or other materials developed or discovered by the CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 17. WAIVER.

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 18. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.
- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, the City Auditor, the City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

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

SECTION 19. CONFLICT OF INTEREST.

The CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. **[If required] CONSULTANT shall file an Assuming Office Disclosure Statement of Economic Interests (Form 700) as specified in EXHIBIT F, entitled "DISCLOSURE STATEMENT", which is attached hereto and incorporated herein. Such statement shall be filed within thirty (30) days of the date of this AGREEMENT and annually thereafter by the first of April. Upon termination of this AGREEMENT, CONSULTANT shall file a Leaving Office Disclosure Statement of Economic Interest (Form 700).**

SECTION 20. GIFTS.

- A. CONSULTANT is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.
- B. CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 12 of this AGREEMENT.

SECTION 21. DISQUALIFICATION OF FORMER EMPLOYEES.

CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters that are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 22. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 23. NOTICES.

All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To The CITY:

City of San José
Environmental Services Department
200 East Santa Clara Street, 10th Floor
San José, CA 95113 – 1905

Attn: (Project Manager)

To The CONSULTANT:

xxxxxxx

xxxxxxxxxxxx

xxxxxxxxxxxx

Attn: xxxxxxxxxxxx

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 24. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 25. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

EXHIBIT B**SCOPE OF SERVICES**

CONSULTANT shall provide to CITY's Department of Environmental Services environmental consulting services for various CITY projects.

CONSULTANT'S services shall be provided as requested by the Director on an as needed basis, as set forth in a specific project service order. CONSULTANT shall provide general assistance on issues pertaining to City projects and shall prepare other environmental consultant services for Environmental Services as determined by the Director.

SECTION 1. GENERAL PROVISIONS

- A. CONSULTANT shall perform all services to the satisfaction of the CITY'S Director.
- B. All of the services furnished by CONSULTANT under this AGREEMENT shall be of the currently prevailing professional standards and quality which prevail among environmental consultant professionals of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances. All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines which are in effect at the time such documentation is prepared.
- C. All work performed under this AGREEMENT shall be authorized by a specific Service Order (see Exhibit G for form of Service Order). Each Service Order given by City shall detail the nature of the specific services to be performed by CONSULTANT, the time limit within which such services must be completed and the compensation for such services. Such details shall include a description of the project for which CONSULTANT shall perform the services, the geographic limits of the project, the type and scope of services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. CONSULTANT shall not perform any services unless authorized by a fully executed Service Order. Any unauthorized services performed by CONSULTANT shall be at no cost to the City.
- D. CONSULTANT shall begin work under the service order only after receipt of the service order bearing the approval signature of the Director or the Director's designee and the signature of the City Attorney approving the service order as to form. Each authorized Service Order issued under this AGREEMENT by CITY shall be incorporated into the terms and conditions of this AGREEMENT.
- E. CITY will assign a Project Manager to facilitate each Service Order authorized under this AGREEMENT. CONSULTANT shall coordinate with the designated Project Manager on the performance of each Service Order.

-
- F. CONSULTANT shall be responsible for the coordination with CITY and federal, state and local agencies that are necessary for all services authorized under this AGREEMENT.

SECTION 2. BASIC SERVICES.

- A. CONSULTANT shall provide environmental consulting services for various City projects, as more particularly described in the authorized service order. The authorized service order may include any of the specific environmental tasks set forth below in Section 3. The authorized service order may also include any other environmental services described and agreed to be performed by CONSULTANT, including, but not limited to, the following:
1. Input regarding environmental/land use compatibility issues during the initial evaluation of potential sites for the various City projects; and
 2. Preparation of the appropriate project-level analysis and documents for each improvement as necessary to comply with CITY's environmental requirements, the requirements of the California Environmental Quality Act and its implementing regulations and guidelines, and/or the requirements of the National Environmental Policy Act and its implementing guidelines.
- B. In addition to any specific services (described below in Section 3) that CONSULTANT must provide as part of each authorized service order, CONSULTANT shall perform any other general environmental services specified in the authorized service order. The following shall apply to such general services:
1. CONSULTANT shall be responsible for providing thorough environmental consulting services in compliance with all applicable federal, state, and local regulations. All environmental work shall be conducted in conformance with applicable California state law.
 2. CONSULTANT shall meet with the Project Manager at CITY offices to discuss the project details, if required. CONSULTANT shall be made aware of the project description, location, schedule of deliverables, and requirements. CONSULTANT and CITY shall agree on the terms of the Service Order including the specific tasks to be performed, the schedule for deliverables, and compensation.
 3. After approval of Service Order and upon receipt of an authorized Service Order, CONSULTANT shall visit project site to note existing conditions, collect data, locate utilities, and familiarize himself with the surrounding area. CONSULTANT shall make note of any issues that may need to be addressed in fulfilling the service request.
 4. CONSULTANT shall cooperate and communicate with CITY staff, project design firms, utility and regulatory agencies, and others who are involved with CITY project, on an as-needed basis, to perform a comprehensive service. CONSULTANT shall perform their work in their offices.

5. CONSULTANT shall perform service in accordance with the specific requirements and tasks stated in Service Order.
6. **Project Record** - CONSULTANT shall develop and maintain a detailed record of the chronology of the project tasks and milestones completed that are decisive, conclusive or relevant to the outcome of each Project. CONSULTANT shall submit a copy of the Project Record to the Project Manager prior to final payment for services performed on the Project. The Record shall be submitted in both paper and electronic format.
7. **Project Documents** - Aside from deliverables specified in the Service Order, and before the conclusion of the Project and final payment for services performed on the Project, CONSULTANT shall submit to the Project Manager a copy of all project documents that are decisive, conclusive or relevant to the outcome of the Project. Such documents may include, without limitation, electronic files of all drawings and specifications, reports and studies, calculations, utility applications and permits, records of meetings, and communication documents. Documents shall be submitted in both paper and electronic format as available.

SECTION 3. SPECIFIC ENVIRONMENTAL SERVICES.

- A. In addition to any other environmental services contained in the authorized Service Order, the Service Order may incorporate any of the services set forth below in this Section 3 by simply identifying the particular Task, in which case the Task is considered to have been incorporated into the authorized Service Order and CONSULTANT shall perform the Task as set forth herein.
- B. Tasks: Listed below are the Tasks which may be included in the Service Order.

Task 1 – Phase I Environmental Site Assessment

CONSULTANT shall perform a Phase I Environmental Site Assessment to identify potential presence of hazardous substances and soil or groundwater contamination on the Project site. CONSULTANT shall perform the Phase I Environmental Site Assessment per the most current ASTM (American Society for Testing Materials) guidelines applicable to such assessments and CITY's requirements.

CONSULTANT shall submit one draft of the report to CITY and then a final report (one hard copy and one electronic copy) that incorporates and responds to any comments made by CITY on the draft report.

Task 2 – Phase II Environmental Site Assessments

CONSULTANT shall perform a Phase II Environmental Site Assessment on the Project site. CONSULTANT shall perform the Phase II Environmental Site Assessment per the most current ASTM guidelines applicable to such assessments and CITY's requirements.

CONSULTANT shall submit one draft of the report to CITY and then a final report (one hard copy and one electronic copy) that incorporates and responds to any comments made by CITY on the draft report.

Task 3 – Leaking Underground Fuel Leak Investigations

CONSULTANT shall assist City in performing leaking underground storage tank (LUST) investigations at Project site. The work performed will typically consist of, but may not be limited to: soil and groundwater investigations and remediation, regulatory interaction, routine groundwater monitoring, well closures, tank removals and other associated work to maintain the project site in compliance with local and State regulators.

When a written deliverable is part of the work, CONSULTANT shall submit one draft of the deliverable to CITY and then a final deliverable (one hard copy and one electronic copy) that incorporates and responds to any comments made by CITY.

Task 4 – Health Risk Assessments

CONSULTANT shall prepare a site-specific Health Risk Assessment that will address potential human health impacts to the future users of the Project arising from the presence of the hazardous material found at the Project site. The Health Risk Assessment (“HRA”) will be prepared by a toxicologist. The HRA will consider compound concentrations, transport and fate of compounds, exposure pathways, and property use. The HRA may involve the following steps:

- The selection of chemicals of concern/Hazard Identification
- Dose Response Assessment
- Exposure assessment
- Risk characterization

When a written deliverable is part of the work, CONSULTANT shall submit one draft of the deliverable to CITY and then a final deliverable (one hard copy and one electronic copy) that incorporates and responds to any comments made by CITY.

Task 5 – Asbestos and Lead-Based Paint Surveys

CONSULTANT shall perform asbestos and lead-based paint surveys following the standard environmental practices and regulations of local, state and federal environmental regulatory agencies (e.g. NESHAPs). The interaction may consist of preparing letters, reports and work plans, phone calls and/or attending meetings.

When a written deliverable is part of the work, CONSULTANT shall submit one draft of the deliverable to CITY and then a final deliverable (one hard copy and one electronic copy) that incorporates and responds to any comments made by CITY.

Task 6 – Remedial Design and Feasibility Studies for Contaminated Properties

CONSULTANT shall prepare remedial design and feasibility studies for contaminated properties. The project site may contain soil, soil gas and/or groundwater contamination. The work shall be performed following standard environmental practices.

When a written deliverable is part of the work, CONSULTANT shall submit one draft of the deliverable to CITY and then a final deliverable (one hard copy and one electronic copy) that incorporates and responds to any comments made by CITY.

Task 7 – Air Quality Studies

CONSULTANT shall perform air quality studies at project site following standard environmental practices and meeting the requirements of local, state and federal regulatory as directed by CITY.

When a written deliverable is part of the work, CONSULTANT shall submit one draft of the deliverable to CITY and then a final deliverable (one hard copy and one electronic copy) that incorporates and responds to any comments made by CITY.

Task 8 – Miscellaneous Environmental Compliance Support

CONSULTANT shall perform various environmental tasks on an as-needed basis as directed by CITY. The work is expected to be routine environmental consulting tasks that may include, but not be limited to: reviewing other consultants' work, preparing engineering cost estimates, assisting CITY in characterization and off-site disposal of hazardous and non-hazardous soil and groundwater, locating underground structures and other general environmental tasks.

END OF EXHIBIT

EXHIBIT C**SCHEDULE OF PERFORMANCE**

All work under this AGREEMENT shall be completed on or before September 1, 2013. Work shall be initiated on an as-needed basis at the request of CITY, and work shall be prosecuted pursuant to details defined in each specific Service Order, as set forth in EXHIBIT B of this AGREEMENT.

At the discretion of CITY, the term and of this AGREEMENT may be extended up to six months in order to complete specific project work that is authorized by Service Order prior to August 1, 2013. Extension of the term and of the AGREEMENT shall be accomplished only by written authorization of the Director of Environmental Services Department or the Director's designee, and only in the event that no other provision of this AGREEMENT is modified.

END OF EXHIBIT

EXHIBIT D

COMPENSATION

Section 1. Maximum Compensation for Master Agreement.

Maximum Amount: The maximum amount of compensation CITY will pay to the CONSULTANT under this Master Agreement, including both payment for professional services and reimbursable expenses, shall not exceed TWO HUNDRED FIFTY THOUSAND Dollars (\$250,000.00). Any hours worked for which payment would result in a total exceeding this maximum amount shall be at no cost to CITY.

Manner of Payment: Each Service Order will set forth whether CITY will pay CONSULTANT for work performed under such Service Order on a lump sum basis or on a “time and materials” basis. Section 2 of this Exhibit applies to each Service Order where CITY will pay CONSULTANT a lump sum for the work performed. Section 3 of this Exhibit applies to all Service Orders where CITY will pay the Consultant on an hourly basis for the work performed.

Section 2. Lump Sum Payment.

2.1 Lump Sum Amount: The Service Order shall specify the lump sum amount City will pay CONSULTANT for performing the required work. The lump sum amount compensates CONSULTANT for all its costs necessary to complete the work, including professional services and reimbursable expenses. CONSULTANT shall complete all work set forth in the Service Order for the lump sum amount.

2.2 Progress Payments: The Service Order may provide for CITY to pay the lump sum amount by making progress payments. Under such circumstances, the Service Order shall specify appropriate milestones and the amount payable upon successful completion of each milestone. Upon completion of a milestone to the DIRECTOR’s satisfaction, CONSULTANT shall invoice CITY for the appropriate progress payment. CITY will make the appropriate progress payment to CONSULTANT within thirty (30) days of DIRECTOR’S approval of CONSULTANT’s invoice.

2.3 Lump-Sum Payment: If the Service Order does not provide for CITY to make progress payments, then CITY shall make a single, lump-sum payment to the CONSULTANT upon completion of all the work to DIRECTOR’s satisfaction. Upon completion of the work to DIRECTOR’s satisfaction, CONSULTANT shall invoice CITY for the lump-sum amount. CITY shall pay the lump-sum amount within thirty (30) days of DIRECTOR’s approval of CONSULTANT’s invoice.

Section 3. Payment on an Hourly Basis.

3.1 Maximum Compensation: The Service Order shall specify the maximum amount of compensation for the work, including both payment for professional services and reimbursable expenses. CONSULTANT shall complete all work it is required to perform under the Service Order for no more than the specified maximum amount. Any hours worked

for which payment would result in a total exceeding this maximum amount shall be at no cost to CITY.

3.2 **Budget:** If the Service Order itemizes budget amounts for any phase or category of work, then CONSULTANT shall not exceed such itemized amount without the DIRECTOR's prior written authorization. DIRECTOR may approve, in writing, transfers of budget amounts between any of the phases or categories of work listed in the Service Order, provided the aggregate total compensation does not exceed the maximum compensation.

3.3 **Hourly Rates:** CITY will compensate CONSULTANT at the hourly rates in Exhibit D-3 of this Master Agreement. Notwithstanding anything to the contrary, these hourly rates are valid for the term of this Master Agreement unless changed by written amendment.

3.4 **Reimbursable Expenses:** CITY will reimburse for expenses subject to the following:

Each Service Order will specify the maximum amount of expenses for which CITY will reimburse CONSULTANT. CITY will reimburse expenses at actual cost plus fifteen percent (15%). Any expense CONSULTANT incurs beyond the specified amount is at no cost to CITY.

The following expenses are reimbursable to the extent CONSULTANT documents to DIRECTOR's satisfaction that they were incurred in performing the work required by the Service Order:

- (a) the cost of mailing, shipping and/or delivery of documents or products to CITY
- (b) the cost of photographing, reproducing and/or copying
- (c) the cost of the subconsultant, provided DIRECTOR has preapproved, in writing, the use and cost of the subconsultant
- (d) telephone and fax charges
- (e) the rental of any specialized equipment to the extent DIRECTOR has preapproved, in writing, the cost of such rental, and
- (f) any other expenses expressly identified in the service order as reimbursable. No other expenses are reimbursable unless DIRECTOR has preapproved, in writing, such expense.

3.5 **Invoice:** Every month CONSULTANT shall invoice CITY for work performed during the immediately previous month. The monthly invoice shall set forth for the relevant invoice period, a detailed description of the work completed, the number of hours worked and the applicable hourly rates, a detailed description of the reimbursable expenses incurred and the amount of such expenses, and documents supporting the reimbursable expenses. The invoice shall also show the total to be paid for the invoice period, the aggregate amounts of payments received to date under the Service Order and the balance of maximum compensation for remaining work on the Service Order.

EXHIBIT D-3

SCHEDULE OF CHARGES

STANDARD HOURLY RATES

Employee classification	\$X
Employee classification	\$X
Continue as required...	\$X

REIMBURSABLE EXPENSES

END OF EXHIBIT

EXHIBIT E**INSURANCE REQUIREMENTS**

CONSULTANT, at CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall also be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers' Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. **Workers' Compensation and Employers' Liability:** Workers' Compensation limits as required by the California Labor Code and Employers' Liability limits of \$1,000,000 per accident; and
4. **Professional Liability Errors and Omissions:** \$1,000,000 Aggregate Limit.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to, and approved by the City's Risk Manager. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects CITY, its officers, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage

- a. The City of San José, its officers, employees, agents and contractors are to be covered as additional insured as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
- b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
- d. Coverage shall state that CONSULTANT'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.
- e. Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation against the City of San Jose, its officials, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days prior written notice has been given to CITY, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium.

E. Duration

1. Commercial General Liability, Professional Liability and Pollution Liability coverages shall be maintained continuously for a minimum of five (5) years after completion of work under this AGREEMENT.
2. If any of such coverages are written on a claims-made basis, the following requirements apply:
 - a. The policy retroactive date must precede the date work commenced under this AGREEMENT.
 - b. If the policy is cancelled or non-renewed and coverage cannot be procured with the original retroactive date, CONSULTANT must purchase an extended reporting period equal to or greater than five (5) years after completion of work under this AGREEMENT.

F. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the CITY's Risk Manager.

G. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed in pdf format to Riskmgmt@sanjoseca.gov. or mailed to the to the following address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San Jose-Human Resources
Risk Management Division
200 E. Santa Clara Street, 2nd Floor Wing
San Jose, CA 95113-1905

H. Subconsultants

CONSULTANT shall include all subconsultants as insured under its policies or shall obtain separate certificates and endorsements for each sub-consultant.

END OF EXHIBIT

EXHIBIT F**SPECIAL PROVISIONS**

In the performance of this Agreement:

1. Prohibition on Discrimination and Preferential Treatment.

CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

2. Compliance Reports.

If directed by the Compliance Officer of CITY, CONSULTANT shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether CONSULTANT or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this AGREEMENT and Chapter 4.08 of the Municipal Code.

3. Failure to Comply with Nondiscrimination Provisions.

If the Compliance Officer determines that CONSULTANT has not complied with the nondiscrimination or nonpreference provisions of this AGREEMENT, CITY may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject CONSULTANT and/or subcontractor to debarment proceedings pursuant to provisions of the San José Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San José Municipal Code and is a misdemeanor.

4. Subconsultants Agreements.

CONSULTANT shall include provisions 1 through 3, inclusive, in each Subconsultant agreement entered into in furtherance of this AGREEMENT so that such provisions are binding upon each of its Subconsultants.

5. Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this AGREEMENT may be waived by the Compliance Officer, if the Compliance Officer determines that CONSULTANT has its own nondiscrimination requirements or is bound in the performance of this AGREEMENT by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of CONSULTANT or other governmental agency are substantially the same as those imposed by CITY.

6. Prevailing Wages.

CONSULTANT acknowledges that portions of the services required by this AGREEMENT are a Public Work, subject to the provisions of Section 1771 of the California Labor Code. CONSULTANT shall pay, or cause to be paid, prevailing wages, as set forth in the California Labor Code Section 1770 et. seq., for all labor performed to facilitate the professional services provided under this AGREEMENT, including, but not limited to, inspection, surveying, drilling, trenching, and excavation. CONSULTANT shall include in all agreements for such labor, a requirement that the employer provide all workers with written notice that prevailing wages apply.

CONSULTANT shall maintain, or cause to be maintained, all records documenting the payment of prevailing wages as required by the State prevailing wage law. CONSULTANT shall maintain these records for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT under this AGREEMENT. CONSULTANT shall provide to CITY, at no cost to CITY, a copy of all such records within ten (10) working days of a request for such records by CITY's Office of Equality Assurance.

CONSULTANT expressly agrees that the compensation agreed to between the parties includes all payment necessary to meet State prevailing wage law requirements. CONSULTANT shall indemnify CITY for any claims, costs or expenses which CITY incurs as a result of CONSULTANT's failure to pay, or cause to be paid, prevailing wages.

END OF EXHIBIT

EXHIBIT G**City of San Jose Environmental Services Dept. – Environmental Consultant Services Agreement**

AC# _____ Service Order # _____

Approval: ☐ City Manager Date: _____

☐ City Council Date: _____ Item #: _____

Agreement Term: Start Date: _____ End Date: _____

Consultant Firm Name: _____

Address: _____

Contact: _____ Phone #: _____

Project Name: _____

Project Description: _____

Exhibit B: Scope of Services includes project descriptions.

CITY PROJECT MANAGEMENT

Division: _____ Division Manager: _____

Project Manager: _____

FISCAL/BUDGET

Unencumbered amount in Master Agreement: \$ _____

Consultant compensation for S.O. # _____ \$ _____

New balance in Master Agreement: \$ _____

ENCUMBER Fund: _____ Responsibility Center _____

Appn: _____

Appropriation Certification: *I hereby certify that an unexpended appropriation is available in the above fund for the above contract as estimated, and that funds are available as of this date of signature.*

Analyst Signature: _____ Date: _____

Progress Payments for Service Order # _____ with consultant

Payment # _____ Total \$ _____ Previous Payments: \$ _____

Current Payment: \$ _____

Balance Remaining: \$ _____

APPROVALS

Consultant: _____ Date: _____

Department Director: _____ Date: _____

Deputy City Attorney: _____ Date: _____

PROPOSAL CERTIFICATION	
FIRM NAME	
ADDRESS	
TELEPHONE #	
FAX #	
CONTACT NAME AND TITLE	

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documentation is true and correct.
6. Please check the appropriate box below:
 - ☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
 - ☐ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.
 - ☐ If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
 - ☐ If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.
 - ☐ If the proposal is signed by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Name (Sign name)	
Authorized Representative Name (Print name)	
Authorized Representative Title (Print title)	
Complete additional signatures below as required per # 6 on the previous page.	
Authorized Representative Name (Sign name)	
Authorized Representative Name (Print name)	
Authorized Representative Title (Print title)	
Authorized Representative Name (Sign name)	
Authorized Representative Name (Print name)	
Authorized Representative Title (Print title)	

City of San Jose
Request for Contracting Preference for Local and Small Businesses

Chapter 4.06 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE, you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (*i.e. there are not a variety of other factors being considered in the selection process*) the preference is in the form of a credit applied to the dollar value of the bid or quote. For example, a non-local vendor submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.

In procurements where price is not the determinative factor such as an RFP, typically a variety of factors are evaluated to determine which proposal best meets the City's needs. In procurements, such as these, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total **points in the scoring**.

The following determinations have been made with respect to this procurement: (for official use only)

Type of Procurement	☐ Bid	☐ Request for Quote	☒ Request for Proposal
Type of Preference	☐ Price is Determinative		☒ Price is Not Determinative
Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost		LBE preference = 5% of Points SBE preference = 5% of Points

In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.

Business Name

Business Address

Telephone Number

Type of Business ☐ Corporation ☐ LLC ☐ LLP
☐ General Partnership ☐ Sole Proprietorship ☐ Other (explain)

***LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

Current San Jose Business Tax Certificate Number	
Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County	

****SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. The number is for your entire business – NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (please check): ☐ Local Business Enterprise ☐ Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at:	_____ , California
Date:	
Signature:	
Print name:	

PREVIOUS CLIENT REFERENCE WORKSHEET

Provide reference information for the services you are proposing in a manner and environment similar in size and scope to the requirements of this proposal. Copy this form as appropriate.

Name of Client	
Client Address	
Client Contact Name(s), Title and Phone Number(s)	
Term of the Agreement	Start Date (mm/dd/yy) End Date (mm/dd/yy)
Annual Dollar Value of Contract	
Type of Contract	☐ Firm fixed price ☐ Time and Material ☐ Not to exceed ☐ Cost plus fixed fee ☐ Other (Please explain)
Brief description of work performed for this Client. (Use additional sheets if necessary.)	

CONFLICT OF INTEREST FORM*To be completed by consultants making proposals.***NAME:** _____ **DATE:** _____**PROPOSED ASSIGNMENT: RFQ# 091009 ESD - Environmental Assessment, Investigation and Compliance Services**

In order for the City to assess whether the personnel proposed to be assigned by the successful Proposer to work on the Proposed Assignment have a conflict of interest, this form must be completed by each person that the Proposer intends to assign.

QUESTIONS	YES (Provide details.)	NO
1. Do you have any official, professional, financial or personal relationships with any person or firm that might affect your judgment or your ability to provide services to the City that are fair and impartial?		
2. Stock and Investments (a) Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment? (b) Does your spouse or a dependent own any stock in a company likely to be affected by or involved in the Proposed Assignment? (c) Do you hold any investments in any entity (e.g. Partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? (d) Does your spouse or a dependent hold any investments in any entity (e.g. Partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? If the answer is YES to any of the above questions, please provide the name of the company and the amount of stock or investment.		
3. Employment & Consulting (a) Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? (b) Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? (c) Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? If the answer is YES to any of the above questions, please provide the name of the employer, nature of services provided and the dates employed or retained.		

CONFLICT OF INTEREST FORM

QUESTIONS	YES (Provide details.)	NO
4. Payments or Gifts (a) Within the past 12 months, have you received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment? (b) Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment? If the answer is YES, please provide the amount the payment or value of the gift, the name and position of the payer/donor and the receipt date.		
5. Real Estate (a) Do you own real property that is likely to be affected by or involved in the Proposed Assignment? (b) Does your spouse or dependent own real property that is likely to be affected by or involved in the Proposed Assignment? If the answer is YES, please provide the location of this property.		
6. Positions (a) Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment? (b) Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment? If the answer is YES, please provide the name of the entity and the title of the position held.		

If during the course of the evaluation, any personal, external, or organizational impairments occur that may affect your ability to do the work and report findings impartially, notify the Program Manager immediately.

Signature: _____ **DATE:** _____

Print Name: _____

INSURANCE ACKNOWLEDGEMENT**REVIEW, EXECUTE AND RETURN WITH RFQ SUBMITTALS**

It is imperative that you review the insurance requirements with your insurance agent(s) prior to negotiations, as an increase in your premium should be considered in your quote/bid.

Your firm may have already done business with the City and have insurance on file. However, it is important that you verify with your Insurance agent(s) that the policy(is) is/are still in effect and the coverage(s) are the same as in the Exemplar Master Agreement, Exhibit E: Insurance Requirements.

If you or your agent has any questions, please contact Connie Aparicio-Yanez in the Risk Management at (408) 535-7061.

I have read the above and acknowledge that insurance is required; that I have the necessary coverage; and that these insurance requirements will be made a part of the Consultant Agreement.

DATE _____
SIGNATURE _____
NAME _____
(Print Name)
COMPANY _____

STATEMENT OF QUALIFICATIONS FORM INSTRUCTIONS

Consultant shall fill out sign, and submit the Statement of Qualification (SOQ) form provided with this RFQ. This form should be directed toward public facilities work defined in this RFQ, and shall contain a minimal amount of promotional information.

1. **Consultant Name, Address, etc:** Identify the firm's name, address, phone & fax numbers, and website address (if available).
2. **Year Firm Established:** List the year the firm was established.
3. **Number of Employees in Firm:** Indicate total number of employees for all locations of firm.
4. Indicate number of employees located in an office within 30 miles of downtown San José.
5. **Primary Contacts within the Company:** List the firm's owner and the primary contacts within the company. Include title, telephone, number and e-mail address for each. Indicate which person will be the contact for the SOQ process.
6. **Consultant Specialties:** Clearly state the type(s) of work the firm specializes in.
7. **Categories of Work:** Estimate percent of work performed in various categories.
8. **List of Lead Professional Personnel by Area of Expertise:** Provide a brief, but detailed history of number of years of experience with current firm and other firms, education, professional registration/certifications, and qualified work experience relevant to the project. Identify who will be the City designated Project Manager for the contract. Use separate pages if necessary with a maximum of 2 pages per person (maximum of 5 people).
9. **Subconsultants (if any):** List the firm's name, address, phone number, contact person and type of specialty (i.e. subsurface exploration/drilling, laboratory analyses, health risk assessments, etc.).
10. **Prior Experience with Environmental Consulting Work:** Different types of environmental consultant work are listed. For each, type that your firm performs, list one example with the subconsultant firm names (if applicable), year performed, and Project Name and Location.
11. **Examples of written materials such as a Report, or excerpts from two exemplary projects:** The written materials may include, but not be limited to, site assessment/characterization, health risk assessment, remedial action, or some combination thereof. Emphasis will be placed on the written text portion of the report. Appendices such as laboratory reports, environmental database reports and other information that is summarized in the text do not need to be included.

Preferable exemplar projects would include, but not be limited to, the redevelopment of a contaminated site where professional judgment and experience was demonstrated; where industry and regulatory accepted rationale and methodologies were implemented; and where conclusion and recommendations were based on an evaluation of the technical findings in the context of the project (i.e. land use) as well as any regulatory requirements and possible political issues. Please provide the reports in electronic format (CD).

CONSULTANT STATEMENT OF QUALIFICATIONS

1. CONSULTANT NAME, BUSINESS ADDRESS, PHONE & FAX NUMBERS, WEBSITE		2. YEAR FIRM ESTABLISHED	
Name:			
Address:		3. NUMBER OF EMPLOYEES	
Phone:	Fax:	4. # OF EMPLOYEES LOCATED IN AN OFFICE WITHIN 30 MILES OF DOWNTOWN SAN JOSE	
Website:			
5. PRIMARY CONTACTS WITHIN THE COMPANY			
Name	Title	Telephone #	E-mail
6. CONSULTANT SPECIALTIES			
7. CATEGORIES OF WORK			
Phase I Environmental Site Assessments	%	Air Quality	%
Phase II Environmental Site Assessments	%	Environmental Compliance and Permitting	%
Leading Underground Storage Tank Investigations	%	Other (List categories over 5%)	
Health Risk Assessments	%		%
Asbestos and Lead-based Paint Surveys	%		%
Remedial Design/Feasibility Studies	%		%

CONSULTANT STATEMENT OF QUALIFICATIONS

8. LIST OF LEAD PROFESSIONAL PERSONNEL BY AREA OF EXPERTISE

Attach a maximum of 2-page resume for up to 5 personnel. Include each person's role, office location and availability for work. Identify one City designated Project Manager.

1.	
2.	
3.	
4.	
5.	

9. SUBCONSULTANTS: List of subconsultants, addresses and subconsultant area of expertise (List up to 5.)

Firm Name	Address	Area of Expertise
1.		
2.		
3.		
4.		
5.		

10. PRIOR EXPERIENCE WITH ENVIRONMENTAL CONSULTANT WORK FOR VARIOUS PROJECT TYPES. (Show one example of each type of work performed by your firm.)

Scope of Work	Subconsultant Used? If yes, list names.	Year	Project Name and Location	Owners Name and Address Contact Name and Phone #
Phase I Environmental Site Assessment				
Phase II Environmental Site Assessment				

CONSULTANT STATEMENT OF QUALIFICATIONS

Scope of Work	Subconsultant Used? If yes, list names.	Year	Project Name and Location	Owners Name and Address Contact Name and Phone #
Leaking Underground Storage Tank (LUST) Investigations				
Air Quality				
Health Risk Assessments				
Asbestos and Lead-based Paint Surveys				
Remedial Design/ Feasibility Studies				
Miscellaneous Environmental Compliance Support				

11. EXAMPLES OF EXEMPLARY PROJECTS

On the CD include electronic versions of two recent reports from two exemplary projects.

As an authorized representative of this company, I certify that the information provided in this document is true, accurate, and represents the most current information available as of the date below.

Signature: _____ Title: _____

Print Name: _____ Date: _____