

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	William E. Murray	
Dept:	City Manager	Dept:	Public Works	
Subject:	AWARD OF CONTRACTS FOR ON-CALL PROFESSIONAL LAND SURVEYING SERVICES TO 1) BRUCE HALL LAND SURVEYOR, INC.; 2) KDM MERIDIAN SURVEYING, MAPPING AND LAND SERVICES; AND 3) PENCO ENGINEERING INC.		Date:	June 25, 2013

OBJECTIVE

To receive City Council approval of three contracts for on call services to provide land surveying and related services on an as-needed basis. 1) Bruce Hall Land Surveyor, Inc.; 2) KDM Meridian Surveying, Mapping and Land Services; and 3) Penco Engineering, Inc.,

BACKGROUND

The City of Garden Grove does not currently have a surveyor on staff and therefore needs to contract with outside consultants to meet the various surveying needs of City projects.

DISCUSSION

The City of Garden Grove has various divisions requiring survey services; Streets & Storms Drains, Water, Sanitary District, Real Property, and occasionally Community Development. Historically, the primary demand comes from the capital projects that need design and construction staking surveys. However, there is also a need for reviewing tract and parcel maps, reviewing right-of-way acquisition maps and preparing legal descriptions.

Staff sent out four requests for proposal to survey firms for on-call survey services and four proposals were received. A panel consisting of four staff members rated the proposals on the basis of qualifications, work plan and references. Based on the evaluation results, Bruce Hall Land Surveyor, Inc., KDM Meridian Surveying, Mapping and Land Services, Inc., and Penco Engineering, Inc. were rated the highest. The following is a summary of the rating:

AWARD OF CONTRACTS FOR ON-CALL PROFESSIONAL LAND SURVEYING SERVICES

June 25, 2013

Page 2

	Bruce Hall	KDM Meridian	Penco-Engineering	Truxaw
RATER A	177.5	170.5	170.5	172.5
RATER B	187.5	184.5	185.25	173.5
RATER C	185	176	174.5	179.0
RATER D	168.5	174.5	168.0	169.5
TOTALS	718.5	705.5	698.5	694.5

FINANCIAL IMPACT

There is no financial impact to the General Fund. The services will be funded by the various projects requiring survey services. Each agreement will be established for a 3-year period in the amount not to exceed \$200,000, for a total not to exceed \$600,000 for three years.

RECOMMENDATION

Staff recommends that the City Council:

- Award contracts for on-call land surveying services each for 3 years to: 1) Bruce Hall Land Surveyor, Inc., 2) KDM Meridian Surveying, Mapping and Land Services, and 3) Penco Engineering, Inc. in an amount not to exceed \$200,000 each and;
- Authorize the City Manager to execute the contracts on behalf of the City, and to make minor modifications as appropriate thereto.


WILLIAM E. MURRAY, P.E.
Public Works Director/City Engineer

By: 
Kamyar Dibaj, EIT
Assistant Engineer

Recommended for Approval


Matthew Fertal
City Manager

- Attachment 1: Bruce Hall, Land Surveyor, Inc.
- Attachment 2: KDM Meridian Surveying, Mapping and Land Services
- Attachment 3: Penco Engineering, Inc.
- Attachment 4: Rating Sheets

CONSULTANT AGREEMENT**Bruce Hall Land Surveyor, Inc.**

THIS AGREEMENT is made this **25th** day of **June** 2013, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and Bruce Hall Land Surveyor, Inc., a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated June 25, 2013.
2. CITY desires to utilize the services of CONSULTANT to provide on-call survey services.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this agreement until (3) three years thereafter unless otherwise terminated.
2. **Services to be Provided:** The services to be preformed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto and incorporated herein by reference. CONSULTANT agrees that is provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** CONSULTANT shall be compensated in accordance with the rate schedule set forth in Exhibit "A".
 - 3.2 **Not to Exceed.** The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to City on an hourly basis, except where otherwise set forth herein, provided compensation under this Proposal shall not exceed **\$200,000.00**. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this

Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. The Proposal and this Agreement do not guarantee any specific amount of work.

- 3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required and payment shall be based on hourly rates as provided in Exhibit "A".
- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 Termination. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the project is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance Requirements**

- 4.1 Commencement of Work CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY;
 - (b) Automobile liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion,

sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Bruce Hall Land Surveyor, Inc
5732 Middlecoff Dr.
Huntington Beach, CA 92649

(b) Address of CITY is as follows (with a copy to):

Engineering:
Kamyar Dibaj, EIT
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

City Attorney
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"CITY"
CITY OF GARDEN GROVE**

Dated: _____, 2013

By: _____
City Manager

ATTEST

**"CONSULTANT"
Bruce Hall Land Surveyor, Inc.**

City Clerk

By: _____
Title: _____

Dated: _____, 2013

Dated: _____, 2013

APPROVED AS TO FORM:

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY



Garden Grove City Attorney

Dated: 6/18, 2013

BRUCE HALL LAND SURVEYOR, INC.

EXHIBIT "B"

RATE SCHEDULE
AS OF 1-15-13

FIELD SURVEY CREW (ONE PERSON)	\$ 158./HR
FIELD SURVEY CREW (TWO PERSON)	\$218./HR
PRINCIPAL'S TIME (other than field crew)	\$ 114./HR
OFFICE TIME	\$ 114./HR

CHARGES ARE COMPUTED PORTAL TO PORTAL.

ALL CONTRACT WORK PAYABLE WITHIN 45 DAYS OF BILLING OR A LATE FEE OF 1.5% INEREST PER MONTH IS CHARGED FOR LATE PAYMENTS.

ALL MONEY DUE FOR EXTRA WORK WILL BE PAYABLE WITHIN 45 DAYS OF DATE OF WORK ORDER/EXTRA TICKET. A LATE FEE OF 1.5% PER MONTH IS CHARGED FOR LATE PAYMENTS.

IF COLLECTION BECOMES NECESSARY, ALL COLLECTION COSTS, BUT NOT LIMITED TO ATTORNEY'S FEES AND TIME SPENT BY THIS FIRM, WILL BE PAYABLE.

5732 Middlecoff Drive, Huntington Beach, California 92649. 714 840 4380 phone/fax
714 310 3763 cell
bhall@mysecuremail.org

CONSULTANT AGREEMENT

KDM Meridian Surveying, Mapping and Land Services

THIS AGREEMENT is made this **25th** day of **June** 2013, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and KDM Meridian Surveying, Mapping and Land Services, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated June 25, 2013.
2. CITY desires to utilize the services of CONSULTANT to provide on-call survey services.
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 - (b) Automobile liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.

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(a) Address of CONSULTANT is as follows:

KDM Meridian Surveying, Mapping and Land Services
22541 Aspan Street, Suite C
Lake Forest, CA 92630

(b) Address of CITY is as follows (with a copy to):

Engineering:
Kamyar Dibaj, EIT
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

City Attorney
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

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18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"CITY"
CITY OF GARDEN GROVE**

Dated: _____, 2013

By: _____
City Manager

ATTEST

**"CONSULTANT"
KDM Meridian Surveying, Mapping
and Land Services**

City Clerk

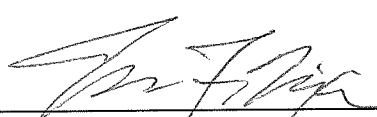
By: _____
Title: _____

Dated: _____, 2013

Dated: _____, 2013

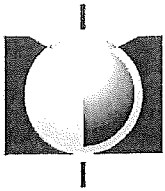
APPROVED AS TO FORM:

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY



Garden Grove City Attorney

Dated: 6/18, 2013



KDM MERIDIAN

Prevailing Wage Fee Schedule

Valid Through October 1, 2013

PROFESSIONAL SERVICES:

HOURLY RATE:

Principal	\$185.00
QA/QC Manager	\$165.00
Project Manager	\$165.00
Project Surveyor	\$145.00
Survey Technician	\$120.00
AutoCAD Drafter/Designer	\$105.00
Clerical/Administration	\$ 75.00
Technical Aide	\$ 75.00
Expert Witness (4 hour minimum)	\$350.00
Survey Crew (1 man w/truck)	\$185.00
Survey Crew (2 persons)	\$235.00
Survey Crew GPS (3 persons)	\$310.00
Survey Crew GPS (4 persons)	\$388.00

REIMBURSABLES:

RATE:

Additional Survey Vehicle	\$ 80/day
Supplies, Reproduction, Rental of Special Equipment	Cost + 15%
Subconsultants	Cost + 15%

REMOTE SITES:

RATE:

Fuel, lodging, Airfare	Cost + 15%
Meal Expense	\$ 50/day/person
Mileage	\$ 0.55/mile

Note: Government Agencies and/or private landowner fees, map filings, research materials, etc. are extra to contract costs.

These rates are dependant on prevailing wage rates as determined by the Director of the Department of Industrial Relations. Interim changes will negate these rates and an adjusted fee schedule will be issued, and shall apply should this occur.

Overtime pay will be charged at a rate of 150% as shown above. Double time pay will be charged at a rate of 200% as shown above.

CONSULTANT AGREEMENT**Penco Engineering, Inc.**

THIS AGREEMENT is made this **25th** day of **June** 2013, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and Penco Engineering, Inc., a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated June 25, 2013.
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THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this agreement until (3) three years thereafter unless otherwise terminated.
2. **Services to be Provided:** The services to be preformed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto and incorporated herein by reference. CONSULTANT agrees that is provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** CONSULTANT shall be compensated in accordance with the rate schedule set forth in Exhibit "A".
 - 3.2 **Not to Exceed.** The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to City on an hourly basis, except where otherwise set forth herein, provided compensation under this Proposal shall not exceed **\$200,000.00**. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this

Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. The Proposal and this Agreement do not guarantee any specific amount of work.

- 3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required and payment shall be based on hourly rates as provided in Exhibit "A".
- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 Termination. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the project is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance Requirements**

- 4.1 Commencement of Work CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY;
 - (b) Automobile liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion,

sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Penco Engineering, Inc.
16842 Von Karman Avenue, Suite 150
Irvine, CA 92606

(b) Address of CITY is as follows (with a copy to):

Engineering:
Kamyar Dibaj, EIT
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

City Attorney
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"CITY"
CITY OF GARDEN GROVE**

Dated: _____, 2013

By: _____
City Manager

ATTEST

**"CONSULTANT"
Penco Engineering, Inc.**

City Clerk

By: _____
Title: _____

Dated: _____, 2013

Dated: _____, 2013

APPROVED AS TO FORM:

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY



Garden Grove City Attorney

Dated: 6/18, 2013

Hourly Fee Schedule



Effective January 1 through December 31, 2013

PERSONNEL	HOURLY RATE
Principal	\$ 195.00
Survey Project Manager	\$ 155.00
Project Assistant	\$ 85.00
Senior Project Surveyor	\$ 143.00
Project Surveyor	\$ 120.00
Senior Survey Technician	\$ 105.00
Survey Technician	\$ 85.00
2-Man Survey Crew	\$ 200.00

Any work performed after above effective date shall be billed under new fee schedule rates to be issued on or before December 31st of each year.

REIMBURSABLE COSTS

Reproductions; deliveries; travel; meals and lodging; facsimiles; models, renderings and photos; mylars; and diskettes, not included in scope of work.

- All reimbursable costs shall be billed at a 15% markup.
- Mileage shall be billed at \$0.55 / mile (office staff only).
- All accounts are due net 30 days from the date of invoice.
- Outstanding accounts shall be charged 1.0% per month.
- All required overtime work shall be bill at 150% of the hourly rate.

PROPOSAL EVALUATION FORM ATTACHMENT #4

Consultant Gene Hall Date 6-5-13

Project ON-CALL SURVEY SERVICES. Project#

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) o Comprehension of the RFP	2.0	9	18	
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel o Project Manager o Other Personnel Assigned	1.5 2.0 1.0	10 9 9	15 18 9	
WORK PLAN (Proposal) o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 9 9 8 9 9	18 18 13.5 12.0 9.0 18.0	
SCHEDULE (Proposal) o Timeliness to target dates in the Scope of Work	1.0	9	9	
REFERENCES o The firm's past record of performance on similar projects	2.0	10	20	
A. TOTAL (Proposal)			177.5	
QUALIFICATIONS (Interview) o Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN (Interview) o Feasibility o Availability of Team Members o Quality Control & Supervision o Project Manager & Expertise o Initiative & Creativity o Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

Signature

PROPOSAL EVALUATION FORM

Consultant LDM Meridian Date 6-5-13

Project ON-CALL SURVEY SERVICES. Project# _____

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION <i>(Proposal)</i> o Comprehension of the RFP	2.0	9	18	
QUALIFICATIONS <i>(Proposal)</i> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel o Project Manager o Other Personnel Assigned	1.5 2.0 1.0	9 8 9	13.5 16 9	
WORK PLAN <i>(Proposal)</i> o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 8 9 9 9 9	18 16 13.5 13.5 9 18	
SCHEDULE <i>(Proposal)</i> o Timeliness to target dates in the Scope of Work	1.0	8	8	
REFERENCES o The firm's past record of performance on similar projects	2.0	9	18	
A. TOTAL <i>(Proposal)</i>			170.5	
QUALIFICATIONS <i>(Interview)</i> o Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN <i>(Interview)</i> o Feasibility o Availability of Team Members o Quality Control & Supervision o Project Manager & Expertise o Initiative & Creativity o Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

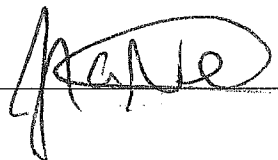
Signature 

PROPOSAL EVALUATION FORM

Consultant Penco Engineering Date 6-5-13

Project ON-CALL SURVEY SERVICES. Project#

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION <i>(Proposal)</i> ○ Comprehension of the RFP	2.0	9	18	
QUALIFICATIONS <i>(Proposal)</i> A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	
B. Qualifications & Experience of Personnel				
○ Project Manager	2.0	9	18	
○ Other Personnel Assigned	1.0	8	8	
WORK PLAN <i>(Proposal)</i> ○ Knowledge of project	2.0	8	16	
○ Knowledge of existing conditions & how it may affect the project	2.0	9	18	
○ Initiative & Creativity	1.5	9	13.5	
○ Hours req'd vs. coverage of work	1.5	9	13.5	
○ Availability of team members	1.0	9	9	
○ Quality Assurance & Supervision	2.0	8	16	
SCHEDULE <i>(Proposal)</i> ○ Timeliness to target dates in the Scope of Work	1.0	9	9	
REFERENCES ○ The firm's past record of performance on similar projects	2.0	9	18	
A. TOTAL <i>(Proposal)</i>			170.5	
QUALIFICATIONS <i>(Interview)</i> ○ Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN <i>(Interview)</i> ○ Feasibility	1.0			
○ Availability of Team Members	1.5			
○ Quality Control & Supervision	2.0			
○ Project Manager & Expertise	1.5			
○ Initiative & Creativity	1.0			
○ Quality of Graphic Designs	1.0			
B. GRAND TOTAL				

Signature 

PROPOSAL EVALUATION FORM

Consultant Joseph C. Truxaw Date _____

Project ON-CALL SURVEY SERVICES. Project# _____

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION <i>(Proposal)</i> ○ Comprehension of the RFP	2.0	9	18	
QUALIFICATIONS <i>(Proposal)</i> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel ○ Project Manager ○ Other Personnel Assigned	1.5 2.0 1.0	9 9 9	13.5 18 9	
WORK PLAN <i>(Proposal)</i> ○ Knowledge of project ○ Knowledge of existing conditions & how it may affect the project ○ Initiative & Creativity ○ Hours req'd vs. coverage of work ○ Availability of team members ○ Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 8 9 9 9 9	18 16 13.5 13.5 9 18	
SCHEDULE <i>(Proposal)</i> ○ Timeliness to target dates in the Scope of Work	1.0	9	9	
REFERENCES ○ The firm's past record of performance on similar projects	2.0	8.5	17	
A. TOTAL <i>(Proposal)</i>			172.5	
QUALIFICATIONS <i>(Interview)</i> ○ Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN <i>(Interview)</i> ○ Feasibility ○ Availability of Team Members ○ Quality Control & Supervision ○ Project Manager & Expertise ○ Initiative & Creativity ○ Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

Signature _____

PROPOSAL EVALUATION FORM

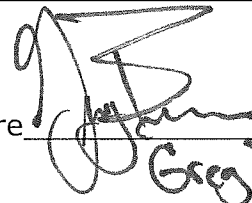
Consultant Bruce Hall

Date 6/5/2013

Project ON-CALL SURVEY SERVICES. Project# _____

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) o Comprehension of the RFP	2.0	8.0	16	Not fancy, but well comprehended.
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel o Project Manager o Other Personnel Assigned	1.5 2.0 1.0	10.0 10.0	15 20 10	Excellent, experienced and well known in D.C.
WORK PLAN (Proposal) o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	10.0 10.0 9.0 9.0 10.0 10.0	20 20 13.5 13.5 10.0 20.0	Not a slick presentation, but thorough and understandable.
SCHEDULE (Proposal) o Timeliness to target dates in the Scope of Work	1.0	9.5	9.5	Good.
REFERENCES o The firm's past record of performance on similar projects	2.0	10.0	20	Excellent Garden Grove references.
A. TOTAL (Proposal)			187.5	
QUALIFICATIONS (Interview) o Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN (Interview) o Feasibility o Availability of Team Members o Quality Control & Supervision o Project Manager & Expertise o Initiative & Creativity o Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

Signature _____

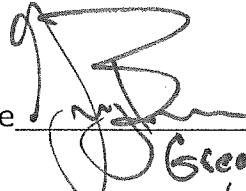

Greg Brown

PROPOSAL EVALUATION FORM

Consultant BDM Meridian Date 6/5/2013

Project ON-CALL SURVEY SERVICES. Project#

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) ○ Comprehension of the RFP	2.0	9.0	18.0	Good presentation.
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel ○ Project Manager ○ Other Personnel Assigned	1.5 2.0 1.0	9.0 9.5 9.5	13.5 19.0 9.5	Well-qualified with good projects.
WORK PLAN (Proposal) ○ Knowledge of project ○ Knowledge of existing conditions & how it may affect the project ○ Initiative & Creativity ○ Hours req'd vs. coverage of work ○ Availability of team members ○ Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9.5 9.5 9.5 9.5 9.5 9.5	19.0 19.0 14.25 14.25 9.5 19.0	Well-tailored to our RFP.
SCHEDULE (Proposal) ○ Timeliness to target dates in the Scope of Work	1.0	9.5	9.5	Good.
REFERENCES ○ The firm's past record of performance on similar projects	2.0	10.0	20	Very good.
A. TOTAL (Proposal)			184.5	
QUALIFICATIONS (Interview) ○ Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN (Interview) ○ Feasibility ○ Availability of Team Members ○ Quality Control & Supervision ○ Project Manager & Expertise ○ Initiative & Creativity ○ Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

Signature 
Greg Brown

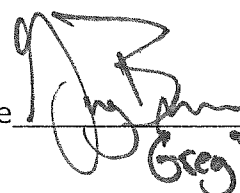
PROPOSAL EVALUATION FORM

Consultant PENCO Engineering Date 6/5/2013

Project ON-CALL SURVEY SERVICES. Project# _____

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) o Comprehension of the RFP	2.0	9.5	19	Very good presentation.
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel o Project Manager o Other Personnel Assigned	1.5 2.0 1.0	9.5 10.0 9.5	14.25 20.0 9.5	City & Agency clients Well qualified.
WORK PLAN (Proposal) o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9.0 9.0 9.5 9.5 9.0 9.5	18 18 14.25 14.25 9.0 19.0	Like most of the other proposals, was not as focused on Garden Grove.
SCHEDULE (Proposal) o Timeliness to target dates in the Scope of Work	1.0	10.0	10.0	
REFERENCES o The firm's past record of performance on similar projects	2.0	10.0	20.0	Solid references and projects.
A. TOTAL (Proposal)			185.25	
QUALIFICATIONS (Interview) o Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN (Interview) o Feasibility o Availability of Team Members o Quality Control & Supervision o Project Manager & Expertise o Initiative & Creativity o Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

Signature _____



Greg Brown

PROPOSAL EVALUATION FORM

Consultant Truxton and Associates Date 6/5/2013

Project ON-CALL SURVEY SERVICES. Project#

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION <i>(Proposal)</i> ○ Comprehension of the RFP	2.0	8.5	17.0	Acceptable.
QUALIFICATIONS <i>(Proposal)</i> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel ○ Project Manager ○ Other Personnel Assigned	1.5	9.0	13.5	Very good.
	2.0	9.0	18.0	
	1.0	9.0	9.0	
WORK PLAN <i>(Proposal)</i> ○ Knowledge of project ○ Knowledge of existing conditions & how it may affect the project ○ Initiative & Creativity ○ Hours req'd vs. coverage of work ○ Availability of team members ○ Quality Assurance & Supervision	2.0	9.0	18.0	Acceptable, but mostly template language.
	2.0	9.0	18.0	
	1.5	9.0	13.5	
	1.5	9.0	13.5	
	1.0	9.0	9.0	
	2.0	9.0	18.0	
SCHEDULE <i>(Proposal)</i> ○ Timeliness to target dates in the Scope of Work	1.0	8.0	8.0	Acceptable.
REFERENCES ○ The firm's past record of performance on similar projects	2.0	9.0	18.0	Good city experience & references.
A. TOTAL <i>(Proposal)</i>			173.50	
QUALIFICATIONS <i>(Interview)</i> ○ Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN <i>(Interview)</i> ○ Feasibility ○ Availability of Team Members ○ Quality Control & Supervision ○ Project Manager & Expertise ○ Initiative & Creativity ○ Quality of Graphic Designs	1.0			
	1.5			
	2.0			
	1.5			
	1.0			
	1.0			
B. GRAND TOTAL				

Signature 
Greg Brown

PROPOSAL EVALUATION FORM

Consultant Bruce Hall Date 6/6/2013

Project ON-CALL SURVEY SERVICES. Project#

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) ○ Comprehension of the RFP	2.0	9	18	
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel ○ Project Manager ○ Other Personnel Assigned	1.5 2.0 1.0	10 10 2 9	15 20 9	
WORK PLAN (Proposal) ○ Knowledge of project ○ Knowledge of existing conditions & how it may affect the project ○ Initiative & Creativity ○ Hours req'd vs. coverage of work ○ Availability of team members ○ Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 9 9 9 10 10	18 18 13.5 13.5 10 20	
SCHEDULE (Proposal) ○ Timeliness to target dates in the Scope of Work	1.0	10	10	
REFERENCES ○ The firm's past record of performance on similar projects	2.0	10	20	
A. TOTAL (Proposal)		114	185	
QUALIFICATIONS (Interview) ○ Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN (Interview) ○ Feasibility ○ Availability of Team Members ○ Quality Control & Supervision ○ Project Manager & Expertise ○ Initiative & Creativity ○ Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				


Signature 

PROPOSAL EVALUATION FORM

Consultant KDM Meridian Date 6/6/2013

Project ON-CALL SURVEY SERVICES. Project#

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION <i>(Proposal)</i> o Comprehension of the RFP	2.0	10	20	
QUALIFICATIONS <i>(Proposal)</i> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel o Project Manager o Other Personnel Assigned	1.5 2.0 1.0	9 9 9	13.5 18 9	
WORK PLAN <i>(Proposal)</i> o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 9 9 8 9 9	18 18 13.5 12 9 18	
SCHEDULE <i>(Proposal)</i> o Timeliness to target dates in the Scope of Work	1.0	9	9	
REFERENCES o The firm's past record of performance on similar projects	2.0	9	18	
A. TOTAL <i>(Proposal)</i>		108	176	
QUALIFICATIONS <i>(Interview)</i> o Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN <i>(Interview)</i> o Feasibility o Availability of Team Members o Quality Control & Supervision o Project Manager & Expertise o Initiative & Creativity o Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

Signature 

PROPOSAL EVALUATION FORM

Consultant Pinedo Engineering Date 6/6/2013

Project ON-CALL SURVEY SERVICES. Project# _____

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) o Comprehension of the RFP	2.0	10	20	
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel o Project Manager o Other Personnel Assigned	1.5 2.0 1.0	9 9 9	13.5 18 9	
WORK PLAN (Proposal) o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 9 8 8 9 9	18 18 12 12 9 18	
SCHEDULE (Proposal) o Timeliness to target dates in the Scope of Work	1.0	9	9	
REFERENCES o The firm's past record of performance on similar projects	2.0	9	18	
A. TOTAL (Proposal)		107	174.5	
QUALIFICATIONS (Interview) o Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN (Interview) o Feasibility o Availability of Team Members o Quality Control & Supervision o Project Manager & Expertise o Initiative & Creativity o Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

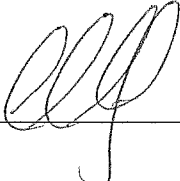
Signature 

PROPOSAL EVALUATION FORM

Consultant Joseph C. Truxaw + Associates, Inc Date 6/6/2013

Project ON-CALL SURVEY SERVICES. Project#

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) ○ Comprehension of the RFP	2.0	9	18	
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel ○ Project Manager ○ Other Personnel Assigned	1.5 2.0 1.0	10 10 9	15 20 9	
WORK PLAN (Proposal) ○ Knowledge of project ○ Knowledge of existing conditions & how it may affect the project ○ Initiative & Creativity ○ Hours req'd vs. coverage of work ○ Availability of team members ○ Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 9 9 9 9 9	18 18 13.5 13.5 9 18	
SCHEDULE (Proposal) ○ Timeliness to target dates in the Scope of Work	1.0	9	9	
REFERENCES ○ The firm's past record of performance on similar projects	2.0	9	18	
A. TOTAL (Proposal)		110	179	
QUALIFICATIONS (Interview) ○ Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN (Interview) ○ Feasibility ○ Availability of Team Members ○ Quality Control & Supervision ○ Project Manager & Expertise ○ Initiative & Creativity ○ Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

Signature 

PROPOSAL EVALUATION FORM

Consultant BRUCE HALL Date 6/6/2013

Project ON-CALL SURVEY SERVICES. Project# _____

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) o Comprehension of the RFP	2.0	8	16	
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel o Project Manager o Other Personnel Assigned	1.5 2.0 1.0	9 9 6	13.5 18 6	LACK OF OTHER PERSONNEL.
WORK PLAN (Proposal) o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 10 9 9 6 7	18 20 13.5 13.5 6 14	
SCHEDULE (Proposal) o Timeliness to target dates in the Scope of Work	1.0	10	10	
REFERENCES o The firm's past record of performance on similar projects	2.0	10	20	GOOD PAST EXPERIENCE RECORDS.
A. TOTAL (Proposal)			168.5	
QUALIFICATIONS (Interview) o Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN (Interview) o Feasibility o Availability of Team Members o Quality Control & Supervision o Project Manager & Expertise o Initiative & Creativity o Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

Signature 

PROPOSAL EVALUATION FORM

Consultant KDM MERIDIAN Date 6/6/2013

Project ON-CALL SURVEY SERVICES. Project#

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) ○ Comprehension of the RFP	2.0	9	18	
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel ○ Project Manager ○ Other Personnel Assigned	1.5 2.0 1.0	9 9 9	13.5 18 9	EXPERIENCE FROM PREVIOUS PROJECTS. WELL EXPERIENCED PERSONNEL BOTH P.M. & OTHER.
WORK PLAN (Proposal) ○ Knowledge of project ○ Knowledge of existing conditions & how it may affect the project ○ Initiative & Creativity ○ Hours req'd vs. coverage of work ○ Availability of team members ○ Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 9 9 9 9 9	18 18 13.5 13.5 9 18	GOOD Q.A. PLAN
SCHEDULE (Proposal) ○ Timeliness to target dates in the Scope of Work	1.0	10	10	
REFERENCES ○ The firm's past record of performance on similar projects	2.0	8	16	
A. TOTAL (Proposal)			174.5	
QUALIFICATIONS (Interview) ○ Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN (Interview) ○ Feasibility ○ Availability of Team Members ○ Quality Control & Supervision ○ Project Manager & Expertise ○ Initiative & Creativity ○ Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

Signature 

PROPOSAL EVALUATION FORM

Consultant PENCO ENGINEERING Date 6/6/2013

Project ON-CALL SURVEY SERVICES. Project# _____

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) o Comprehension of the RFP	2.0	9	18	
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel o Project Manager o Other Personnel Assigned	1.5 2.0 1.0	9 9 9	13.5 18 9	GOOD PAST SIMILAR PROJECTS. WELL EXPERIENCED PERSONNEL WITH P.M. & OTHERS.
WORK PLAN (Proposal) o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 9 9 8 8 8	18 18 13.5 12 8 16	
SCHEDULE (Proposal) o Timeliness to target dates in the Scope of Work	1.0	10	10	
REFERENCES o The firm's past record of performance on similar projects	2.0	7	14	NEGATIVE PAST EXPERIENCE W/ SCHEDULING.
A. TOTAL (Proposal)			168	
QUALIFICATIONS (Interview) o Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN (Interview) o Feasibility o Availability of Team Members o Quality Control & Supervision o Project Manager & Expertise o Initiative & Creativity o Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

Signature 

PROPOSAL EVALUATION FORM

Consultant Joseph C. Teuxan & Assoc. Date 6/6/2023

Project ON-CALL SURVEY SERVICES. Project#

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) o Comprehension of the RFP	2.0	9	18	
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel o Project Manager o Other Personnel Assigned	1.5 2.0 1.0	9 9 9	13.5 18 9	GOOD EXPERIENCE FROM SIMILAR PROJECTS WELL EXPERIENCED PERSONNEL BOTH P.M. & OTHER.
WORK PLAN (Proposal) o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 9 9 9 7 7	18 18 13.5 13.5 8 14	
SCHEDULE (Proposal) o Timeliness to target dates in the Scope of Work	1.0	10	10	
REFERENCES o The firm's past record of performance on similar projects	2.0	8	16	
A. TOTAL (Proposal)			169.5	
QUALIFICATIONS (Interview) o Qualifications and experience of the Project Manager and Team Members	2.5			
WORK PLAN (Interview) o Feasibility o Availability of Team Members o Quality Control & Supervision o Project Manager & Expertise o Initiative & Creativity o Quality of Graphic Designs	1.0 1.5 2.0 1.5 1.0 1.0			
B. GRAND TOTAL				

Signature 