



REQUEST FOR PROPOSAL

**PROFESSIONAL RECRUITMENT SERVICES
PUBLIC WORKS POSITIONS**

PROPOSAL NO. 952-0126-15F

PROPOSAL DUE DATE: FRIDAY, FEBRUARY 6, 2015 AT 2:00 PM

CITY OF ANTIOCH
REQUEST FOR PROPOSAL
RFP No. 952-0126-15F

**PROFESSIONAL RECRUITMENT SERVICES
PUBLIC WORKS POSITIONS**

RELEASE DATE: January 26, 2015

CLOSING DATE: Proposals must be received by Friday, February 6, 2015
at 2:00 p.m. PST at the address listed below.

CONTACT PERSON: Michelle Fitzer, Administrative Services Director
925-779-7021
925-779-7002 (fax)
mfitzer@ci.antioch.ca.us

Mailing address:

City of Antioch
Human Resources Department
P.O. Box 5007
Antioch, CA 94531-5007

Delivery Address:

City of Antioch/Human Resources Department
200 H St
Antioch, CA 94509

Office Hours: M-F 8:30 a.m. – 4:30 p.m.

NOTICE TO BIDDERS

Notice is hereby given that the City of Antioch invites sealed bids for Professional Recruiter Services. Each proposal shall be in accordance with the conditions and specifications on file in the Office of the Finance Department, City Hall, 200 H St, Antioch, California 94509, where copies of said conditions and specifications may be inspected or obtained. All bids must be in the format specified, enclosed in a sealed envelope and clearly identified with bid title, name of bidder and date of bid opening.

Sealed bids shall be delivered to the Human Resources Department at the above indicated address on or before 2:00 p.m., Friday, February 6, 2015. It is the bidder's responsibility to ensure that bids are received prior to the 2:00 p.m. bid closing time as late bids will not be accepted. The City of Antioch reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City. Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Bidders" shall be considered part of any contract made pursuant thereto.

If you downloaded this document from the City of Antioch's website, www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm, it is the vendor's responsibility to check back with the website for any addenda that may have been issued, prior to the proposal due date. Or you may contact the Human Resources Department at (925) 779-7020.

I. BACKGROUND

The City of Antioch was incorporated in 1872 as a general law city operating under the City Council/City Manager form of government. Antioch is a suburban city providing quality police, water, streets, parks, engineering, planning, and administrative services. The City has approximately 285 employees and an annual operating budget in excess of \$124 million.

Currently the City has several vacant positions and high priority recruitments. At this time, the City's Public Works Department is interested in determining the cost of utilizing an outside recruiter to expedite three (3) or four (4) of their pending recruitments. Specifically: Collections Systems Superintendent, Operations Supervisor, Water Distribution Supervisor, and possibly Administrative Analyst II/III. The job descriptions for the classifications are attached as Exhibit B.

II. QUALIFYING REQUIREMENTS

The intent of this RFP is to identify a firm that can offer the highest quality of service at the lowest overall cost to the City of Antioch. The anticipated timeline for completion of the recruitments is also a significant consideration.

The City of Antioch reserves the right to cancel the awarded contract with a 30-day written notice for non-compliance of agreed upon proposed specifications.

The firm chosen by the City will be required to obtain a City business license prior to starting services.

III. SCOPE OF WORK

The City of Antioch is seeking to potentially enter into contract with a firm that has demonstrated its ability in providing successful professional recruitment services for public agencies of equal or greater size than the City of Antioch.

Required Services

Conduct recruitments for three or four vacant positions in the Public Works Department (Collections Systems Superintendent, Operations Supervisor, Water Distribution Supervisor, and possibly Administrative Analyst II/III). This includes:

- a. All advertising of vacant positions in appropriate online and hard copy advertising sites, including potential specialized sites for each position.
- b. Contacting known potential candidates to encourage application.
- c. Outreach to others in similar classifications for either application or referral of potential applicants.
- d. Accepting all applications.
- e. Reviewing all applications.
- f. Delivering to the City a list of the top candidates to be interviewed for each recruitment.
- g. Possibly assisting the City with background/reference checks (please cost separately).

IV. PROPOSAL REQUIREMENTS

A. General Requirements

- a. Inquiries concerning the RFP must be submitted via email to Michelle Fitzer, Administrative Services Director, at the following email address: mfitzer@ci.antioch.ca.us.
- b. Responses will not be made to telephone inquiries.
- c. Proposal Submittal: An original and two copies of complete proposals are required. The original must be clearly marked and contain original signatures and must be easily reproducible. Failure to clearly mark the original and provide original signatures will result in a proposal being found non-responsive and given no consideration.

The proposal should be delivered as follows:

Mailing address:

City of Antioch
Human Resources Department
P.O. Box 5007
Antioch, CA 94531-5007

Delivery Address:

City of Antioch
Human Resources Department
200 H St
Antioch, CA 94509

B. Format of Technical Proposal

- a. Title Page showing the RFP subject and proposal number; the firm's name; the name, address, telephone number and email address of the contact person and date of proposal.
- b. Table of Contents identifying the materials submitted by section and page number.
- c. Signed Cover Letter briefly stating the proposer's understanding of the services to be performed; the commitment to perform the services within a specified time period and the person authorized to represent the proposer.
- d. Detailed proposal organized in the order set forth in Section C below.

C. Contents of Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to provide assistance to the City with Professional Recruitment Services in conformity with the requirements of this RFP. As such, the substance of the proposals will carry more weight than the form or manner of the presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the engagement.

The Technical Proposal should address all points outlined in the RFP, excluding cost information, which should only be included in the sealed Cost Proposal. The Technical Proposal should be prepared in a straightforward and economical manner, providing a concise description of the proposer's capabilities to satisfy the requirements of this RFP. While additional information may be presented, the following items must be included. They

represent the criteria which the proposal will be evaluated. Specific sections of the Technical Proposal should address:

1. Company Qualifications and Experience
 - a. To qualify, the firm must have comprehensive experience in recruitment services for local governments. The proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement.
 - b. The proposer must provide a list of all municipal clients.
 - c. The proposer must identify the principal staff who will be assigned to this engagement, including resumes.

2. Similar Engagements with Other Government Entities
 - a. List the most significant engagements performed in the last three (3) years that are similar to the engagement listed in this RFP.
 - b. Provide three (3) local government references that are of similar size and scope of services being requested by the City. For each reference, include the organization name, dates for which the services are/were provided, type of service(s) being provided, and the name, address and telephone number of the responsible person within the organization that we may contact. The City reserves the right to contact any or all of the listed references regarding services performed by the proposer.

3. Specific Approach to Recruitments

The proposal should set forth a work plan, including an explanation of the methodology to be followed for Required Services as described in this RFP.

4. City's Consulting Services Agreement

The successful proposer shall be required to execute a Consulting Services Agreement, a template of which is attached as Exhibit A. If proposer has any questions or proposed deviations to the provisions in this Agreement, those must be set forth in writing in the proposal. Otherwise, the proposer shall be deemed to have accepted all provisions of the Agreement.

No Proposal: If a service requirement or section of the proposal cannot be met by a proposer, then "No Proposal" should be indicated in the Technical Proposal. An alternative equivalent service may be offered.

Contracted Services: If a service is provided by a third party, please indicate this clearly on in the Technical Proposal.

D. Cost Proposal

The sealed cost proposal should identify the detailed pricing information relative to the Required Services. If a contingency fee structure is proposed, the specific contingency percentage and methodology must be described.

V. EVALUATION OF PROPOSALS

All proposals submitted will be reviewed by a City of Antioch evaluation panel. At the completion of the proposal review, finalists may be asked to provide an in-depth presentation. The panel will select the proposal which best fulfills the City's requirements and represents the best value to the City of Antioch. No single factor will determine the final award decision.

Overall responsiveness to the Request for Proposal is an important factor in the evaluation process. Proposals will be evaluated on the basis of:

- Proposer's professional qualifications for performing work
- The proposer's past experience and performance in similar engagements
- Proposer's success with other clients in successfully placing highly qualified candidates
- Cost proposal

VI. TENTATIVE RFP SCHEDULE (Subject to Change)

Mail/publish RFP..... January 26, 2015
Proposal Deadline..... February 6, 2015 @ 2:00 p.m.
Evaluation of Proposals.....February 6 – February 10, 2015
Interviews with Finalists (if held)..... Week of February 16, 2015
Notification of Award..... February 23, 2015
Council Meeting / Approval (if required).....TBD
Implementation Kick-off Date.....TBD

EXHIBIT 'A'

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
_____ [NAME OF CONSULTANT]**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and _____ ("Consultant") as of _____, 201_.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed _____, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached

as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City' option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services. The Consultant's signature.

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B], for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

2.2.2 City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.]

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the

maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.4 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule:

- 2.5 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed _____ (\$ _____). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

- 4.1. **Commercial General Liability (CGL):** Insurance Services Office Form CG

00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant’s services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

4.2. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

4.3. Workers' Compensation Insurance. as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4.4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

4.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to

pay losses and related investigations, claim administration, and defense expenses within the retention.

4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

4.5.6.3 If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

4.6. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.7. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

4.8. Higher limits. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.9 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

4.10 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any

payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

5.1. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

5.2. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- 7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount

that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant

under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7 Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:
CITY OF ANTIOCH

Steven Duran, City Manager

Approved as to Form:

Lynn Tracy Nerland, City Attorney

CONSULTANT
[NAME OF CONSULTANT]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

EXHIBIT 'B'

COLLECTION SYSTEMS SUPERINTENDENT

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under administrative direction, directs, manages, supervises, and coordinates the activities and operations of the Collection Systems/NPDES Division within the Public Works Department including maintenance and repair of the City's wastewater and storm water systems, facilities and related equipment; ensures compliance with state and federal regulations and requirements; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Public Works Director.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assume management responsibility for assigned services and activities of the Collection Systems/NPDES Division including planning, coordinating, organizing, directing, and evaluating the work of maintenance personnel engaged in the maintenance, repair, and improvements of the City's wastewater and storm water collection activities, including the operation of the sewer and storm water collection system, pumping facilities, and storm channels.
2. Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
3. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
4. Plan, direct, coordinate, and review the work plan for assigned staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
5. Select, train, motivate, and evaluate assigned personnel; develop, implement, and monitor a comprehensive safety program relative to division field activities; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
6. Oversee and participate in the development and administration of the Division's annual budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
7. Establish, implement, and monitor a preventive maintenance program with responsibility for division staff and equipment to include inspection, cleaning, and repair of the City's assets relating to the collection and storm water systems.

CITY OF ANTIOCH
COLLECTION SYSTEMS SUPERINTENDENT (CONTINUED)

8. Prepare and submit regular operations and maintenance reports and required regulatory reports to consultant and local, state, and federal agencies; ensure compliance with local, state, and federal agencies.
9. Establish management reporting systems and ensure the availability of accurate data for the Computerized Maintenance Management System (CMMS); work with engineering staff to develop and implement capital projects for improvements and expansion of the collection and storm water systems.
10. Estimate time, materials, quantity, and cost involved in assigned projects.
11. Develop bid specs and obtain and review bids for chemicals, supplies, and outside contractual services; monitor and approve equipment purchases; order supplies and initiate purchase orders; assist staff in developing specifications as necessary.
12. Serve as the liaison for the Collection Systems/NPDES Division with other divisions, departments, and outside agencies; negotiate and resolve sensitive and controversial issues.
13. Serve as staff on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.
14. Provide responsible staff assistance to the Public Works Director; conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to collection systems/NPDES operations programs, policies, and procedures as appropriate.
15. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the fields of wastewater and NPDES operations; incorporate new developments as appropriate.
16. Respond to and resolve difficult and sensitive citizen inquiries and complaints; respond to claims submitted to the City for damages.
17. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Operations, services, and activities of a comprehensive municipal collection systems and NPDES program.
- Advanced methods, practices, procedures and materials used in the construction, maintenance, operation, repair and improvements of municipal wastewater collection, storm channels and related facilities.
- Modern principles, practices and techniques of equipment and tools used for the improvement and maintenance of collection systems.
- Principles and practices of program development and administration.
- Principles and practices of cost, time and materials estimating.

**CITY OF ANTIOCH
COLLECTION SYSTEMS SUPERINTENDENT (CONTINUED)**

- Methods and techniques for detailed report preparation and writing; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets and databases.
- Principles and practices of public works administration.
- Safe work practices.
- Occupational hazards and standard safety practices.
- Methods and techniques for detailed report preparation and writing.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and practices of municipal budget preparation and administration.
- Principles and practices of supervision, training and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Oversee and participate in the management of a comprehensive collection systems and NPDES program.
- Oversee, direct, and coordinate the work of lower level staff.
- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Oversee the development of utility engineering designs.
- Plan, organize, direct, and evaluate the maintenance of wastewater and storm water collection systems.
- Provide for a program of regular inspection, preventive maintenance, and reporting; develop performance measures and implement objectives to meet City goals.
- Administer a variety of utility construction projects and work effectively with a variety of community groups.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Prepare and submit comprehensive and mandated reports.
- Interpret and explain the City's wastewater collection and NPDES policies and procedures.
- Interpret and apply Federal, State, and local policies, laws, and regulations.
- Promote and enforce safe work practices.
- Safely and effectively operate the tools and equipment used in collection systems and NPDES operations.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by college level course work in engineering, environmental science, or a related field.

Experience:

Six years of increasingly responsible experience involving processes, maintenance, and techniques applicable to a wastewater and storm water collection systems including two years of administrative and supervisory experience.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of a Grade IV Collection System Maintenance certificate issued by the California Water Environment Association (CWEA).

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be exposed to inclement weather conditions; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

FLSA: Exempt

Created: July 2007

Revised: September 2013

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

OPERATIONS SUPERVISOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under direction, directs, supervises, assigns, reviews, coordinates, and participates in the activities and operation of the Operations Division within the Public Works Department; functional areas of responsibility include Fleet, Streets, Landscape and Facilities, and the Antioch Marina. Ensures work quality and adherence to established policies and procedures; coordinates assigned activities with other divisions and outside agencies; maintains appropriate work records including time cards and work orders; serves as a technical resource for assigned work crews; performs the more technical and complex tasks relative to assigned area of responsibility; and provides highly responsible and complex administrative support to City management.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Plan, prioritize, assign, supervise, review, and participate in the work of staff responsible for performing a variety of skilled duties involved in minor and major repairs to and maintaining of automobiles, trucks, buses, motorcycles, tractors, mowers, and other heavy and light equipment; diagnose mechanical difficulties, prioritize work, and recommend required repair measures; dispatch mechanics to emergency repair jobs as necessary.
2. Plan, prioritize, assign, supervise, review, and participate in the work of staff responsible for the construction, maintenance, repair, and cleaning of City streets, street lights, curbs, gutters, storm drains, rights-of-way and related structures including street and sidewalk resurfacing, repairing, patching, and cleaning, as well as curb and gutter removal and replacement; provide advice and assistance in the installation and maintenance of City signs, road markings, stripings, and delineators; supervise the painting of street lines and crosswalks.
3. Establish schedules and methods for providing fleet maintenance services; identify resource needs; review needs with appropriate management staff; allocate resources accordingly.
4. Participate in the development of goals and objectives as well as policies and procedures; make recommendations for changes and improvements to existing standards, policies, and procedures; participate in the implementation of approved policies and procedures; monitor work activities to ensure compliance with established policies and procedures.
5. Participate in the selection of assigned staff; provide or coordinate staff training; plan, direct, coordinate, and review the work plan for all assigned staff; evaluate assigned personnel; work with employees to correct deficiencies; implement discipline procedures, as needed.
6. Establish and implement Division safety guidelines and programs; coordinate and prepare materials for safety meetings; ensure safety training of all staff and ensure work environment

CITY OF ANTIOCH
OPERATIONS SUPERVISOR (CONTINUED)

is in compliance with government, safety and environmental standards.

7. Oversee and participate in the development and administration of assigned program budget(s); submit budget recommendations; monitor expenditures; write grant proposals; prepare and maintain various accounting systems for analyzing Operations Division assessment costs and associated fees.
8. Assume responsibility for assigned services and activities of the Antioch Marina, including visitor safety and service, marina maintenance, leasehold/property management.
9. Participate in CIP projects; ensure work is completed on time and within budget constraints.
10. Prepare cost estimates for Division work and repair activities.
11. Develop marketing and other advertising programs promoting the use of the Marina and marina-related facilities; prepare and manage Marina promotions.
12. Perform the more technical and complex tasks of the work unit including planning and coordinating the purchase, utilization, replacement, and disposal of City owned cars, trucks, and equipment; develop and prepare vehicle and equipment specifications for purchase as necessary; analyze and track vehicle replacement/repair costs; reading and interpreting complex construction plans and specifications.
13. Coordinate and schedule all federal, state, and county inspections including CHP bus inspections, Bit inspections, smoke check inspections, and smog inspections.
14. Oversee and participate in performing fuel island pump maintenance and vapor recovery system repair and testing; oversee fuel dock operation; monitor fuel sales; order fuel; maintain the Division's computerized maintenance management system and automated fuel system.
15. Prepare or review and maintain a wide variety of written reports and records including time sheets, work orders, and maintenance requests; input information into a computer system; prepare statistical and/or analytical reports on operations and activities as necessary.
16. Maintain inventory for the fleet maintenance section; participate in ordering equipment and supplies as necessary.
17. Respond to and resolve difficult and sensitive citizen inquiries and complaints in an efficient and timely manner; respond to emergency situations as necessary; respond to emergency call outs, while in an "on-call" status or otherwise directed.
18. Coordinate assigned Operations Division activities with those of other divisions, departments, and outside agencies and organizations.
19. Oversee, coordinate, and inspect the work of contractors and staff in assigned functional areas.
20. Monitor Division work sites to ensure adherence to safe work practices and procedures; check sidewalks, streets, curbs, gutters, signs, legends, and related systems and facilities for needed maintenance and repairs; respond to and resolve complex work related or equipment operating problems.

**CITY OF ANTIOCH
OPERATIONS SUPERVISOR (CONTINUED)**

21. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the fields related to the Operations Division; incorporate new developments as appropriate into programs; serve as staff on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.
22. Maintain inventory control; solicit bids and prepare specifications for purchasing of supplies, equipment and materials; seek alternative forms of funding; prepare and manage materials and labor for City festivals and special events.
23. Assist with new development designs; read and interpret engineering plans; develop project budgets; solicit bids from contractors and make recommendations for new construction; manage and oversee contracts and projects; provide basic plan checking for compliance with specifications; review change orders.
24. Coordinate, organize, and implement public participation in Division related improvement and maintenance programs; meet with community groups, clubs, organization and agencies to explain and promote Division related programs.
25. Provide responsible staff assistance to the Public Works Director and Deputy Director; conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to programs, policies, and procedures within functional areas of responsibility, as appropriate.
26. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Operations, services, and activities of a municipal Public Works Operations Division, including fleet, streets, landscape and facilities, and municipal marina operations.
- Advanced principles and practices of vehicle and equipment maintenance and repair; design, construction, maintenance and repair of parks, landscaped areas, and related facilities; and marina operations.
- Theories, principles, techniques and equipment used in vehicle and equipment maintenance and repair.
- Methods and techniques of performing preventive maintenance including preventive maintenance inspection methods.
- Advanced methods and techniques of performing diagnostic troubleshooting services.
- Advanced methods and techniques of metal fabrication and welding.
- Computerized fleet maintenance management systems.
- Principles of mathematics.
- Operational characteristics of standard maintenance equipment.
- Principles, practices, rules and codes relating to work safety management.
- Acquisition and disposal practices of vehicles and equipment.
- Principles of supervision, training, and performance evaluation.
- Basic principles and practices of municipal budget preparation and administration.
- Principles and procedures of record keeping.

CITY OF ANTIOCH
OPERATIONS SUPERVISOR (CONTINUED)

- Principles of business letter writing and basic report preparation.
- Occupational hazards and standard safety procedures.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent local, state and federal laws, ordinances, codes, regulations, and rules, including those related to boating and waterway environmental issues, pesticide, herbicide and related hazardous materials management.

Ability to:

- Coordinate and direct operations and activities of the Operations Division, including management of a municipal marina.
- Supervise, organize, and review the work of assigned staff involved in the Operations Division.
- Select, train, and evaluate staff.
- Recommend and implement goals, objectives, policies and procedures for providing street maintenance programs.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
- Prepare clear and concise reports.
- Participate in the preparation and administration of assigned budgets.
- Analyze a complex issue and develop and implement an appropriate response.
- Research, analyze, and evaluate new and existing service delivery methods and standard operating procedures.
- Assess and meet community service needs; deal effectively with various segments of the community; develop and maintain harmonious public relations.
- Identify and interpret technical and numerical information.
- Maintain required work logs, record-related operational and maintenance data with use of various computer software programs.
- Prepare clear and concise written reports.
- Learn, interpret, and apply City, Department, and Division rules, regulations, policies and practices.
- Promote and enforce safe work and boating practices.
- Develop boating related promotional activities and programs.
- Follow written and oral directions.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Safely and effectively operate a variety of equipment, tools, and materials; drive and operate trucks and construction equipment; operate and have basic knowledge of a variety of boats, both sail and power.
- Plan and organize work to meet changing priorities and deadlines.
- Effectively represent the City to outside individuals and agencies to accomplish the goals and objectives of the unit.
- Effectively manage property and customers.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Work cooperatively with other departments, City officials, and outside agencies.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues in area of responsibility.

- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade. Specialized training or college level course work in any of the related areas of responsibility is highly desired.

Experience:

Five years of increasingly responsible experience in managing multiple program areas and operational activities, including the performance of supervisory functions. Experience in fleet management is desired.

License or Certificate:

Possession of an appropriate Class A driver's license within six (6) months of appointment.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting and shop environment; travel from site to site; exposure to noise, dust, grease, smoke, fumes, noxious odors, gases, and all types of weather and temperature conditions; exposure to hazardous traffic conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; incumbents may be required to respond to emergency and public calls after hours including evenings and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting and in a shop environment; to walk, stand, and sit for prolonged periods of time; to frequently stoop, bend, kneel, crouch, crawl, climb, reach, twist, grasp, and make repetitive hand movement in the performance of daily duties; to climb unusual heights on ladders; to lift, carry, push, and/or pull moderate to heavy amounts of weight; to operate assigned equipment and vehicles; and to verbally communicate to exchange information.

FLSA: Exempt

Created: December 2012

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

WATER DISTRIBUTION SUPERVISOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under direction, supervises, assigns, reviews, and participates in the work of staff responsible for the installation, maintenance, and repair of the water distribution system and non-potable water system; oversees warehouse operations and staff; ensures work quality and adherence to established policies and procedures; coordinates assigned activities with other divisions, contractors, and outside agencies; oversees projects and inspects projects for contract compliance; maintains appropriate work records including time cards and work orders; serves as technical resource for assigned work crews; and performs the more technical and complex tasks relative to assigned area of responsibility.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Plan, prioritize, assign, supervise, review, and participate in the work of staff responsible for the construction, maintenance, and repair of potable and non-potable water distribution systems, as well as related facilities; ensure distribution system is in compliance with state, federal, and local regulations.
2. Establish schedules and methods for providing water distribution services; identify resource needs; review needs with appropriate management staff; allocate resources accordingly.
3. Participate in the development of goals and objectives as well as policies and procedures; make recommendations for changes and improvements to existing standards, policies, and procedures; participate in the implementation of approved policies and procedures; monitor work activities to ensure compliance with established policies and procedures.
4. Participate in the selection of assigned maintenance staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
5. Participate in the preparation and administration of assigned program budget; submit budget recommendations; monitor expenditures.
6. Perform the more technical and complex tasks of the work unit including reading and interpreting complex construction plans and specifications.
7. Oversee the installation, repair and maintenance of water mains and lines, water service connections, meters, boxes and leaks in water lines.
8. Inspect and evaluate work in progress and upon completion to assure that repairs, maintenance, and project activities are performed in accordance with City regulations, policies, and operating procedures and practices; identify problem areas and directs remedial action.

CITY OF ANTIOCH
WATER DISTRIBUTION SUPERVISOR (CONTINUED)

9. Participate in CIP projects related to assigned area of responsibility; ensure work is completed on time, meets specifications, and is within budget constraints.
10. Respond to contractors for construction shut downs of the distribution system; coordinate systems shut downs to ensure limited interruptions.
11. Meet with contractors and engineering staff to discuss existing distribution system and future construction and installation; oversee and review the work of contractors that are performing construction and repair activities related to the distribution system.
12. Oversee and supervise the operation and efficiency of warehouse operations and staff.
13. Prepare or review and maintain a wide variety of written reports and records including time sheets, work orders, and maintenance requests; input information into a computer system; prepare statistical and/or analytical reports on operations and activities as necessary.
14. Respond to and resolve difficult and sensitive citizen inquiries and complaints in an efficient and timely manner; respond to emergency situations as necessary.
15. Coordinate assigned maintenance activities with those of other divisions and outside agencies and organizations.
16. Attend and participates in professional group meetings; maintain awareness of new trends and developments in the field of water distribution; incorporate new developments as appropriate into programs.
17. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Operations, services, and activities of water distribution systems.
- Advanced practices, techniques and materials used in maintenance, construction and repair of water systems, as well as related facilities.
- Principles and practices of cross-connection control.
- Modern warehousing systems and procedures, including methods of proper and orderly storage, issuances and receipt of materials, stock inventory procedures and space use for maximum utilization.
- Principles and practices of project design, cost estimating, and management.
- Operational characteristics of specialized construction and maintenance tools and equipment.
- Principles of supervision, training, and performance evaluation.
- Basic principles and practices of municipal budget preparation and administration.
- Principles and procedures of record keeping.
- Principles of business letter writing and basic report preparation.
- Occupational hazards and standard safety procedures.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Coordinate and direct water distribution and warehouse operation programs.
- Supervise, organize, and review the work of assigned staff involved in the maintenance and repair of water distribution systems as well as warehouse operations.
- Select, train, and evaluate staff.
- Recommend and implement goals, objectives, policies and procedures for providing water distribution programs.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
- Prepare clear and concise reports.
- Participate in the preparation and administration of assigned budgets.
- Analyze a complex issue and develop and implement an appropriate response.
- Analyze and evaluate new and existing service delivery methods and standard operating procedures.
- Oversee and perform maintenance, repair and installation of the City's water distribution infrastructure.
- Drive and operate trucks and construction equipment.
- Observe safety principles and work in a safe manner; minimize public and employee safety hazards by conforming to required codes.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications; successfully operate various software programs as required using computers or other types of hand held devices
- Safely and effectively operate a variety of maintenance and construction equipment, tools and materials.
- Plan and organize work to meet changing priorities and deadlines.
- Effectively represent the City to outside individuals and agencies to accomplish the goals and objectives of the unit.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues in area of responsibility.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work, including the ability to interact effectively and courteously with the public, coworkers, and vendors.
- Work with GIS mapping system and input finished work orders into the maintenance management system.

Education and Experience Guidelines - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by college level course work in engineering, environmental science, or a related field.

Experience:

Five years of experience in construction, maintenance, and repair of water distribution systems including one year of lead supervisory responsibility.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of a Grade III Water Distribution Operator certificate issued by the State of California Department of Public Health. Possession of a Grade IV Water Distribution Operator certificate issued by the State of California Department of Health Services is required within two (2) years of appointment.

Possession of a Cross-Connection Control Specialist certificate issued by the American Water Works Association is required within two (2) years of appointment.

Possession of a Backflow Prevention Devices Tester certificate is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Standard office setting and outdoor field environment; travel from site to site; exposure to noise, dust, grease, smoke, fumes, noxious odors, gases, mechanical and electrical hazards, and all types of weather and temperature conditions; work in or around water; exposure to hazardous traffic conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; work at heights; incumbents may be required to respond to emergency and public calls after hours including evenings and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting and in a field environment; to walk, stand, and sit for prolonged periods of time; to frequently stoop, bend, kneel, crouch, crawl, climb, reach, twist, grasp, and make repetitive hand movement in the performance of daily duties; to climb unusual heights on ladders; to lift, carry, push, and/or pull moderate to heavy amounts of weight; to operate assigned equipment and vehicles; and to verbally communicate to exchange information.

FLSA: Exempt

Revised: September 2013

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

ADMINISTRATIVE ANALYST II/III

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general direction, performs a full range of responsible and varied professional, analytical, programmatic and administrative duties involved in providing responsible staff support to a City department, office, and/or program area; assumes responsibility for the management and administration of a specific program area; recommends action and assists in policy, procedure, work methods, and budget development and implementation for area of assignment; and coordinates assigned activities with other divisions, outside agencies, and the general public.

DISTINGUISHING CHARACTERISTICS

These are the journey level classes in the professional Administrative Analyst series. Positions at this level are generally assigned responsibility for the management and administration of a specific program or function and independently perform a wide range of responsible and difficult analytical duties in providing responsible staff support to a City department, office, and/or program area. Assignments are typically received in broad, outline form, and incumbents are expected to have the competencies needed to act independently in developing applicable resources and information. Projects may include statistical analysis, operations support, and policy, procedures, and budget development, or other areas specific to the department or office. Incumbents are expected to exercise independent judgment in selecting study approach and analytical techniques and in making sound recommendations based on study results.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Provide assistance in resolving the more difficult operational and administration problems; identify problem areas and issues; plan, organize, coordinate, direct, and/or conduct administrative and/or management studies relating to the activities or operation of the assigned department, office, or program area.
2. Conduct complex surveys, research, and analysis on administrative, fiscal, and operational issues; determine analytical techniques and information-gathering processes and obtain required information and data for analysis; analyze alternatives and make recommendations regarding such areas as staffing, facilities, equipment, cost analysis, productivity, and policy or procedure modifications; discuss findings with management staff and prepare reports of study conclusions; oversee and assist in the implementation of recommendations.
3. Provide complex staff assistance to management staff; participate on and provide staff support to a variety of committees and boards; prepare and present staff reports and other correspondence as appropriate and necessary.
4. Plan, coordinate, implement, promote, and oversee assigned programs, projects, and initiatives; oversee and participate in the development and implementation of program/project goals, objectives, policies, procedures, and priorities; oversee and participate in the development and implementation of strategies and workplans for the achievement of these goals.

**CITY OF ANTIOCH
ADMINISTRATIVE ANALYST II/III (CONTINUED)**

5. Oversee and participate in the design, production, and distribution of a variety of promotional, marketing, outreach, and information materials, communications, and presentations; create press releases; serve as media contact for assigned programs.
6. Perform a range of duties involved in the identification, planning, development, and implementation of new and/or modified programs/projects that would promote and enhance the mission, goals, and objectives of the City; oversee or perform the necessary research and analysis to justify the appropriateness of implementing the proposed program/project; prepare presentation materials and background documentation; monitor project success using appropriate tracking and feedback systems.
7. Perform a range of duties involved in researching, negotiating, and monitoring assigned contracts and agreements with outside suppliers, service providers, leasing agents, and others; ensure work is performed in compliance with contracts and agreements.
8. Coordinate assigned services and program/project activities with those of other City programs, functions, departments and staff, boards, committees, and task forces as well as external agencies, groups, and the general public to ensure effective cooperation consistent with optimal efficiency, effectiveness, and economy; coordinate data, resources, and work products as necessary and upon request in support of a productive and positive working environment; represent the assigned area to public and private groups, organizations, and other City groups; provide information and assistance as appropriate.
9. Ensure that assigned program/project activities and services comply with relevant federal, state, and local laws, policies, and regulations.
10. May participate in the selection, training, and evaluation of assigned administrative support personnel; provide or coordinate staff training; work with employees to correct deficiencies.
11. Serve as primary contact and liaison for assigned functions and programs with other City departments and staff, the general public, and outside agencies and organizations; negotiate and resolve sensitive and controversial issues; explain, justify, and defend programs, policies, and activities.
12. Participate in the budget development process and budget monitoring activities for assigned areas of responsibility; collect and analyze financial data; review and analyze budget requests and budget changes; make recommendations and obtain final approval for changes; create data tracking and reporting systems; monitor monthly status.
13. Administer, write, and prepare assigned grants; monitor and prepare reports on authorized grant expenditures.
14. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the fields of business and public administration and issues related to field of expertise.
15. May direct the work of support staff on a project or day-to-day basis.
16. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Principles and practices of public administration.
- Organization and operation of municipal government.
- Municipal government functions specifically related to assigned program area.
- Operational characteristics, services, and activities of assigned program area.
- Principles and practices of program development and administration.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to area of assignment.
- Principles and practices of contract negotiation, preparation and monitoring.
- Principles and applications of critical thinking and analysis.
- Techniques and formulae for administrative, financial, and comparative analyses.
- Methods and techniques of effective technical, administrative, and financial record keeping, report preparation, and presentation.
- Recent developments, research methods, current literature, and sources of information related to assigned programs and service areas.
- Principles and practices of budget preparation and administration and grant application and administration principles and practices.
- Finance and accounting systems.
- Principles of business letter writing.
- Federal, state, and local government organizations.
- Principles of supervision, training, and performance evaluation.
- Modern office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles, trends, methods, and techniques used in customer service, public relations, public information, and program education and promotion.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Perform a wide range of professional analytical duties involving the use of independent judgment and personal initiative.
- Independently plan, organize, direct, coordinate, and evaluate assigned programs, projects, events, or technical area.
- Quickly assimilate new information and adapt to changing priorities.
- Oversee and participate in the development and administration of program goals, objectives and procedures.
- Collect, evaluate, and interpret varied information and data.
- Select, train, and evaluate assigned staff may be required for some positions.
- Research, analyze, and formulate recommendations, work plans, and activities regarding planning, technical, and administrative issues.
- Analyze complex problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Read and interpret technical information.
- Prepare clear and concise technical, administrative and financial reports.
- Prepare clear, accurate and concise tables, schedules, summaries and other materials in statistical and narrative form.

- Establish and maintain various data collection, record keeping, tracking, filing, and reporting systems.
- Research, negotiate, manage, and monitor contracts and agreements.
- Understand the organization and operation of the City, assigned program, and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations.
- Properly interpret, ensure compliance with, and make recommendations in accordance with laws, regulations and policies.
- Identify and respond to community and organizational issues, concerns, and needs.
- Coordinate multiple projects and meet critical deadlines.
- Organize and prioritize timelines and project schedules in an effective and timely manner.
- Plan, schedule, and review the work and performance of subordinates in a manner conducive to proficient performance and high morale may be required for some positions.
- Participate in the preparation and administration of budgets.
- Operate and use modern office equipment including a computer and various software packages.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Analyst II

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a field related to area of assignment.

Experience:

Two (2) years of responsible professional level administrative and management analysis experience related to assigned area.

Analyst III

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a field related to area of assignment.

Experience:

Five (5) years of responsible professional level administrative and management analysis experience related to assigned area, equivalent to the City's Administrative Analyst II classification. Time in classification is not sufficient to warrant moving from an Analyst II to an Analyst III. Employees must demonstrate the ability to assume independent responsibility for the most complex projects and assignments, to the satisfaction of Management staff. This is not an automatic flexing class series.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created October 1987

Revised February 2003; December 2003; November 2006; November 2007; June 2014

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.