

City of Waterford  
**Request for Proposals:**  
Citywide Classification & Compensation Study  
City Bid #2016-02

Due: Friday, August 19, 2016 at 5:00 p.m.



**Contact:**

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## **I. INTRODUCTION AND PURPOSE:**

The City of Waterford invites interested qualified, professional consulting services to submit written proposals to evaluate, analyze and prepare a city-wide Classification and Compensation Study.

The purpose of the Classification & Compensation Study is to identify changes in City operations and staffing over the last several years, which may have affected the type, scope and level of work being performed. The objective is to have a credible Classification & Compensation Plan that identifies these changes; allows positions performing similar work with a similar level of complexity, responsibility, and knowledge, skills and abilities are classified appropriately; identifies salaries for assigned duties; outlines promotional opportunities and outlines possible compensation growth; identifies pay differential between individual classes; and identifies relevant labor markets. In addition, the City seeks comments on staff alignments, reporting relationships and organizational structure.

## **II. BACKGROUND:**

The City of Waterford was founded in 1857 and incorporated as a general law city on October 28, 1969. The City is located in the County of Stanislaus, situated approximately 13 miles east of the City of Modesto. The City of Waterford encompasses 2.4 square miles with a population of approximately 8,456. The City of Waterford is a contract city, meaning that some services are provided by contract with agencies and some services are delivered by the City's own employees. Police protection services are provided by contract with the Stanislaus Sheriff Department while fire protection is provided by the Stanislaus Consolidated Fire Protection District.

The City of Waterford has approximately 11 authorized full time positions and 4 authorized part time positions for FY 16-17, and its departments include Administration and Public Works. Presently, there is one (1) collective bargaining unit representing all full-time hourly employees. Department Heads are not represented.

The last comprehensive classification and compensation study was completed on August 1, 2007. The City desires an update, with classification specifications that are in line with changes. Classification specification updates should reflect current job duties and requirements of the position, including physical requirements and essential job functions to comply the American with Disabilities Act (ADA). Additionally, the City has recently realigned several positions, resulting in the slight reorganization of both the administrative and public works departments.

### III. SCOPE OF WORK:

The objective of this proposal is to solicit competitive proposals from qualified providers to assist in:

#### A. Classification Study

- a. Updating a classification plan for approximately 21 classifications representing approximately 17 full-time positions as of July 2016.
- b. Identify a classification structure that reflects the City's overall classification and make suggestions for compensation strategy including the terms and for the development of career ladders for City positions.
- c. Review the background materials including existing classifications, organizational charts, budgets, salary resolutions and schedules, personnel rules, applicable memorandums of understanding, and related information.
- d. Conduct an orientation and briefing session with employees.
- e. Conduct an orientation and briefing session with all department heads, managers and supervisors.
- f. Develop a comprehensive questionnaire to be completed by all employees. Meet and consult with appropriate labor unions in the development of said questionnaire.
- g. Conduct interviews with all employees in single position classifications, a representative sample of employees in multiple position classifications, and appropriate management personnel to validate the information.
- h. Allocate all job titles and job classifications for exempt and non-exempt designation pursuant to the Fair Labor Standards Act (FLSA).
- i. Suggest new classification specifications to reflect current duties, requirements of the position, including physical requirements and essential job functions.
- j. Suggest new classification specifications shall include the following items:
  - i. A definition of the job classification;
  - ii. A complete description of the essential job functions;
  - iii. Requirements of education, experience, knowledge, skills and abilities;
  - iv. Supervision exercised and received with definition of lead or supervisory roles;
  - v. Working environment and/or conditions;
  - vi. Licenses, certifications, driving requirements and physical requirements in compliance with the American with Disabilities Act (ADA); and
  - vii. Appropriate exempt and non-exempt designation under the Fair Labor Standards Act (FLSA). The consultant will coordinate the varying presentation styles of the project team to ensure a unified philosophy and standardization across all the classifications.
- k. Present and recommend the final classification and listing showing the recommended allocation of each position.

- l. The classification plan shall include an introductory section that describes class concepts and provides information about distinctions of various levels within a class series and other pertinent information.
- m. Create and suggest appropriate implementation and maintenance manuals.

## **B. Compensation Study**

- a. Meet and consult with management and the labor union to identify survey labor market and classifications that represent most closely to the City of Waterford. This will include an explanation of the specific methodology (i.e., articulable factors) used to identify the survey agencies.
- b. Meet and consult with management and the appropriate labor unions to determine list of comparable agencies to be used in survey. Conduct a comprehensive total compensation survey using comparable survey agencies, using not only job titles, but duties and responsibilities based upon the classification specifications from the City of Waterford.
- c. Complete an internal base salary relationship analysis, including the development of internal relationship guidelines.
- d. Develop external competitive and internal equitable salary recommendations for each classification included within the study.
- e. Suggest a salary range to each classification which reflects the results of the market survey and the analysis of the internal relationships.
- f. Present draft results of the survey to management and union and bargaining units in a group meeting.

## **C. Findings/Recommendations**

- a. Consultant to prepare written report of results and findings, including discussion of methods, techniques and data used to develop the Classification & Compensation Study.
- b. Consultant to provide instructional information to allow City Staff to conduct individual salary audits consistent with study methods until the next study is conducted.
- c. Consultant to attend meetings, if requested, throughout the process with employees, the City Manager and/or the City Council to explain methodology, survey results and findings. The consultant should budget for two Council meetings and **one** meeting with employees.

#### **IV. SUBMITTAL CONTENT AND PROCEDURES**

The following minimum information should be provided in each proposal and will be utilized in evaluating each proposal submitted. To expedite the evaluation of proposals, submittals should be no more than 30 pages in length.

**a. Cover Letter**

The cover letter should indicate the full name and address of the consulting firm that will perform the services described in the RFP. The Consultant should include the name and contact information for the individual who will serve as project manager. Additionally, the cover letter should outline the firm's qualifications.

**b. Consultant's Prior Experience and Qualifications**

Provide examples of the last three (3) completed projects demonstrating the consultant's experience working with municipalities or other public agencies similar in size, scope and purpose.

**c. References**

Provide three (3) client references applicable to the scope of services. Include contact names, telephone numbers and e-mail addresses.

**d. Organizational Chart**

Identify all team members and their titles and responsibilities for the project.

**e. Team Member Resumes**

Provide a resume for all team members.

**f. Management Overview and Approach**

Explain the proposed methodology that will be used and clearly demonstrate understanding of the objectives the project is intended to complete. The Consultant should provide a detailed work plan and time line indicating how each task under the Scope of Services will be accomplished.

**g. Fee Proposal**

As part of the cost and price proposal, the Proposer(s) shall submit proposed pricing to provide the services in the Scope of Work.

**h. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP,

segregating "technical" exceptions from "contractual" exceptions. Where Proposer(s) wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Proposer(s) will be deemed to have accepted the contract requirements as set forth in Exhibit A.

## **V: Evaluation and Selection Process**

The City will select one firm on the basis of qualifications, experience and cost. The following are the minimum qualifications to be used to evaluate the responses to this RFP:

1. The proposer has advanced knowledge of the laws and practices relating to employee classification and compensation within a municipal government setting.
2. The proposer has a demonstrated track record of success in handling all aspects of employee classification and compensation and at least five years of providing these services to public entities in the State of California.
3. Each proposer shall provide all public agencies they have performed relevant work for in the past three years. When possible, include references from cities of a similar size and characteristics to the City of Waterford.
4. The proposer can demonstrate an understanding of the assignment and knowledge of the skills necessary to serve in the role of the Classification and Compensation Consultant.

The City Manager and designated Staff will conduct a review and evaluation of all proposals and may, if necessary, invite proposers to a personal interview. The City will review and evaluate proposals against the following criteria:

1. Demonstrated success: Does the proposer demonstrate that it has the appropriate experience and expertise in conducting successful classification and compensation studies similar to those likely to be performed for the City of Waterford?
2. Understanding of the City's Goals: Based on the information provided by the City, does the proposer understand the rules and regulations applicable to public entities in conducting classification and compensation studies, is the proposer familiar with the Waterford City Code and Personnel Rules, is the proposer aware of the resources of the City and obligation of the City to minimize costs while at the same time achieving optimum results?
3. Staff: Do the qualifications of key personnel to be assigned to working on the City's study coincide with the City's requirements? Does the firm's organizational structure show sufficient depth for the required work?

4. Familiarity with Locality: Does the firm have familiarity with the City of Waterford, Stanislaus County and similar sized cities?
5. Specific Management Approach: How does the proposer intend to achieve the City's budget in conducting a "typical" classification and compensation study? How will the firm apply its management techniques and resources?
6. Reputation: Are the firm's references from past clients and associates favorable; and, does the firm show financial and operational stability?
7. Cost: Is the firm's cost proposal reasonable for the type and level of services to be provided? How does the firm's cost proposal compare to the cost paid by other governmental agencies for similar work?

During the evaluation period, the City may interview some or all of the proposing firms. The City will establish a specific date to conduct interviews, and all prospective Proposer(s) will be asked to keep this date available. No other interview dates will be provided, therefore, if a Proposer(s) is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview will likely consist of a short presentation by the Proposer(s) after which the Proposal Evaluation Committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the evaluation process, the Proposal Evaluation Committee may recommend to the City Council, a Proposer with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal is most advantageous to the City. The City Council will review the Proposal Evaluation Committee's recommendation and make the final selection.

#### **VI: General RFP Conditions**

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw or cancel this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Proposer(s) responding to this RFP.
- c. The City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.
- f. The City reserves the right to seek clarification of information submitted in response to this RFP.
- g. The City reserves the right to modify the RFP as it deems necessary.
- h. Any material misrepresentations made by the Proposer(s) will void the proposal response and eliminate the Proposer(s) from further consideration.
- i. The City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer(s) in the preparation of its proposal. Proposer shall not

include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Proposer(s) in:

- i. Preparing its proposal in response to this RFP;
- ii. Submitting that proposal to the City;
- iii. Negotiating with the City any matter related to this proposal; or
- iv. Any other expenses incurred by Proposer(s) prior to date of award, if any.
- v. All materials submitted become the property of the City.

#### **VII: PROFESSIONAL SERVICES AGREEMENT:**

The selected consultant will be required to enter into a Professional Services Agreement with the City of Waterford which includes the City's standard Terms and Conditions including insurance requirements (Exhibit A).

#### **VIII. SUBMISSION OF PROPOSALS:**

All proposals must be received in the City of Waterford, City Clerk's Office by 5:00 P.M. Friday, August 19, 2016. It is the responsibility of the Proposer to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by the City of Waterford, City Clerk's Office prior to the proposal due date and time. Late proposals will be not be accepted. All inquiries and responses to this proposal shall be submitted via mail or e-mail to:

Lori Martin, MMC City Clerk  
City of Waterford  
101 E Street  
Waterford, CA 95386  
Phone: 209-874-2328 x109  
Email: cityclerk@cityofwaterford.org

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. The deadline for all questions is August 15, 2016 at 5:00PM. Questions received after this date and time may not be answered. Only questions that have been resolved in writing will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

#### **IX. DELIVERY:**

Proposals must be delivered in a SEALED envelope/package and shall state the following on the outside of the envelope: "Classification & Compensation Study".

## **X. KEY DATES**

Deadline to submit proposal  
Consultant Engagement  
Kick-Off Meeting  
Draft Study  
Presentation to City Council  
Final Study

August 19, 2016 at 5:00 p.m.  
September 1, 2016  
September 6, 2016  
September 30, 2016  
October 20, 2016  
November 3, 2016

## **EXHIBIT “A”**

### **AGREEMENT FOR PROFESSIONAL SERVICES (Between the City of Waterford and XXX)**

**THIS AGREEMENT** made this XXX day of XXX, 2016 between XXX, having a principal place of business at XXX, hereinafter referred to as the “Consultant”, and The City of Waterford, hereinafter referred to as the “City”, 101 “E” Street, P.O. Box 199, Waterford, CA 95386.

#### **Legal Status of CITY**

The City is a General Law City, a municipal corporation formed under the laws of the State of California.

#### **Legal Status**

The Consultant is a Corporation operating under the laws of the State of California and is in the business of XXX services.

#### **Business of CITY**

The City performs municipal functions through its City and related entities.

#### **Independent Contractor**

In the performance of the work, duties and obligations devolving upon Consultant under this agreement, it is mutually agreed and understood that Consultant is an independent contractor, and the sole interest and responsibility of City is to assure that the services covered by this agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

#### **Work Schedule**

Consultant will exercise its best efforts to complete tasks on the schedule agreed upon between Consultant and City’s representative, the City Manager.

#### **Term of Agreement**

This agreement shall become effective as of the date hereinabove stated and shall continue in effect as noted in the attachment. The City shall have the right to extend the term of this Contract.

#### **Compensated Services to Be Performed by Consultant**

Consultant agrees to perform the services set forth in the proposal attached hereto as **Exhibit A**. Work products as a result of this scope shall become the property of the City, and made available to the City at its request within a reasonable time of being requested.

Payment for all services performed by the Consultant shall be as set forth and shall be considered as full compensation for all personnel, consultants, materials, supplies, services and equipment used in carrying out the work described by this Contract.

#### **Insurance**

Consultant shall maintain limits no less than:

1. General Liability:  
\$1,000,000 per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability:  
\$1,000,000 per accident, bodily injury and property damage.
3. Employers Liability:  
\$1,000,000 per accident, bodily injury or disease.
4. Workers Compensation: Statutory limits as required by the State of California.

Consultant shall provide City with Certificates of Insurance certifying the above insurance requirements.

### **Indemnity**

Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City. Should conflict of interest principles preclude a single lawyer from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

### **Compliance**

The Consultant shall keep itself fully informed of and shall observe and comply with and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with all federal, state, county and municipal laws, ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

### **Billing**

The Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until **six (6) months** after the final payments under this Contract are made to the Consultant.

### **Termination Upon Notice**

This Agreement may be terminated by the City by giving the Consultant **thirty (30) days** written notice to the other party.

### **Termination for Unsatisfactory Performance**

Should the City at any time become dissatisfied with the Consultant's performance under this Agreement, City may terminate this Agreement immediately upon giving notice in writing to the Consultant. The City shall be the sole judge as to whether the performance of the Consultant is satisfactory.

### **Time is of the Essence**

Time is of the essence of this Agreement.

### **Arbitration**

Any dispute arising under this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction.

### **Notices**

Any notices to be given hereunder by either party to the other, may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the introductory paragraph of this agreement, but each party may change address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of **five (5) days** after mailing.

### **Entire Contract**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

### **Partial Invalidity**

Partial invalidity of this agreement shall not affect the remainder.

### **Governing Law**

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of California.

**IN WITNESS WHEREOF**, City and Consultant have executed this Agreement as of the date first hereinabove written.

**“CITY”**

**City of Waterford**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Tim Ogden,  
City Manager

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

**ATTEST:**

\_\_\_\_\_  
Lori Martin, CMC  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Corbett J. Browning  
City Attorney

**EXHIBIT "B"**

**SCOPE OF SERVICES**

[INSERT SCOPE]

**EXHIBIT "C"**

**SCHEDULE OF SERVICES**

**[INSERT SCHEDULE]**

**EXHIBIT "D"**

**COMPENSATION**

**[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]**