



*City
Council
Report*

Item: 8
Category: CONSENT CALENDAR
Meeting Date: May 19, 2020

TITLE: Authorize the Issuance of a Request for Proposals for the Measure O – Civic Center Improvements Environmental Services, and Authorize the City Manager to Negotiate and Execute a Consultant Services Agreement (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a resolution to authorize staff to issue a Request for Proposals (RFP) for environmental consultant services for the Measure O - Civic Center Improvements, and authorize the City Manager to negotiate and execute a consultant services agreement.

BACKGROUND

During the November 2018 general elections, Campbell voters passed Measure O authorizing the City to issue up to \$50,000,000 in general obligation (GO) bonds to finance the design and construction of City facilities to house the Police and Library services within the Civic Center Complex. The elements of the Measure O – Civic Center Improvements that may require environmental assessments and services including a new Police Operations Building, renovation of the existing Campbell Library (Library), temporary facility for the Library during construction, and improvements to the existing Police facility.

DISCUSSION

To comply with the California Environmental Quality Act (CEQA) and CEQA Guidelines for Measure O, an environmental assessment and technical studies are necessary to determine impacts to air quality, biological and cultural resources, climate change, geology and soil, noise, traffic, utilities and other service systems, and water quality. The City requires the services of a qualified environmental consultant to assist staff with the environmental studies and determination for the Measure O – Civic Center Improvements. The proposed consultant services are outlined in the RFP (**Attachment B**), which include conducting technical studies, preparing necessary environmental documents for the CEQA process, recommending mitigation measures, assisting the City make the final environmental determination, and mitigation monitoring and reporting. Impacts from projects and elements of Measure O will be reviewed as a whole since CEQA Guidelines prohibit piecemealing of projects to qualify for categorical

exemptions. At minimum, staff anticipates the need for an Initial Study and Mitigated Negative Declaration for the Measure O program.

As specified in the RFP, staff will solicit proposals from environmental consultants with at minimum three (3) years of applicable and recent experience in providing similar services for public and municipal entities.

City Council approval of the resolution (**Attachment A**) would authorize staff to issue the RFP for the Measure O – Civic Center Improvements Environmental Services to solicit proposals; and authorize the City Manager to negotiate and execute a consultant services agreement in a contract amount not to exceed \$150,000 with the most qualified firm that submitted a proposal in response to the RFP.

Project Timeline:

Below is the anticipated timeline for the environmental services:

<u>Activity</u>	<u>Timeline</u>
RFP release	May 26, 2020
Proposal Submission Deadline	June 25, 2020
Proposal Evaluation	July 2020
Contract Negotiations/Award	August 2020
Complete Initial Study	Early Winter 2021
CEQA Determination/Declaration	Spring/Summer 2021

FISCAL IMPACT

Measure O bond proceeds shall cover the costs of the Measure O – Civic Center Improvements Environmental Services. Staff is targeting August 2020 for the first round of Measure O GO bond sales. These services will begin after a consultant is selected in August 2020 and \$150,000 of anticipated costs will be programmed into the Proposed Budget for Fiscal Year 2020-2021.

Prepared by:



WooJae Kim, Senior Project Manager

Reviewed by:



Todd Capurso, Director of Public Works

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Resolution - RFP Issuance and Contract Award
- b. Measure O - Environmental Services RFP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
 AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR
 ENVIRONMENTAL CONSULTANT SERVICES FOR THE MEASURE O – CIVIC CENTER
 IMPROVEMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
 CONSULTANT SERVICES AGREEMENT

WHEREAS, Campbell voters passed Measure O during the November 2018 general election authorizing the City to issue up to \$50,000,000 in general obligation bonds to finance the design and construction of City facilities to house the Police and Campbell Library services; and

WHEREAS, the City requires services of a qualified environmental consultant to conduct environmental assessments and technical studies necessary to determine impacts from the Measure O – Civic Center Improvements to air quality, biological and cultural resources, climate change, geology and soil, noise, traffic, utilities and other service systems, and water quality; and

WHEREAS, the proposed services for the environmental consultant shall include preparing necessary environmental documents for the California Environmental Quality Act (CEQA) process, recommending mitigation measures, assisting the City make the final environmental determination, and mitigation monitoring; and

WHEREAS, impacts from the Measure O – Civic Center Improvements should be reviewed as a whole since CEQA Guidelines prohibit piecemealing of projects to qualify for categorical exceptions; and

WHEREAS, staff is seeking City Council authorization to solicit consultant services for the Measure O – Civic Center Improvements environmental services and for the City Manager to negotiate and execute a consultant services agreement in a contract amount not to exceed \$150,000.00; and

WHEREAS, anticipated costs will be programmed into the Proposed Budget under Measure O for Fiscal Year 2020-2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell hereby authorize staff to issue the Request of Proposals substantially in the form attached to the Staff Report for this Resolution; and

BE IT FURTHER RESOLVED that the City Council of the City of Campbell authorize the City Manager to negotiate and execute a consultant services agreement for the Measure O – Civic Center Improvements environmental services with a contract amount not to exceed \$150,000.00 responsive to the Request for Proposals and in the best interest of the City.

PASSED AND ADOPTED this 19th day of May, 2020 by the following roll call vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:

APPROVED:

Susan M. Landry, Mayor

ATTEST:

Andrea Sanders, Deputy City Clerk



City of Campbell

REQUEST FOR PROPOSAL

**MEASURE O
CIVIC CENTER IMPROVEMENTS
ENVIRONMENTAL SERVICES**

Date Issued: May 26, 2020

Proposal Deadline: June 25, 2020 by 4:00p.m.

Voluntary Pre-Proposal (Zoom) Meeting: 11:00 a.m., June 3, 2020

Issued By: City of Campbell
70 North First Street
Campbell, CA 95008-1423
www.campbellca.gov

Attachment: Measure O - Environmental Services RFP (Measure O - Environmental Services RFP)

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Request for Proposal
 Measure O – Civic Center Improvements Environmental Services

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 ATTACHMENT 8 - SAMPLE CONSULTANT SERVICES AGREEMENT

Glossary of Terms:

CCC – Civic Center Complex
 CEQA – California Environmental Quality Act
 City – City of Campbell
 DD – Design Development
 EOC – Emergency Operations Center
 IS – Initial Study

Library – Campbell Library
 MND – Mitigated Negative Declaration
 POB – Police Operations Building
 Project – Measure O - Civic Center Improvements
 RFP – Request for Proposal

Attachment: Measure O - Environmental Services RFP (Measure O - Environmental Services RFP)

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Measure O – Civic Center Improvements Environmental Services

Schedule of Activities: The City reserves the right to amend the schedule below as necessary.

<u>Activity</u>	<u>Dates</u>
RFP release	May 26, 2020
Voluntary Pre-Proposal (Zoom) Meeting	June 3, 2020, 11:00 a.m.
Deadline for Addendum Issuance	June 18, 2020
Proposal Submission Deadline (4:00 p.m.)	June 25, 2020
Proposal Evaluation	July 2020
Consultant Interviews/Presentations (if needed)	July 2020
Contract Negotiations/Award	August 2020

DRAFT

Request for Proposal
Measure O – Civic Center Improvements Environmental Services

**RFP FOR MEASURE O – CIVIC CENTER IMPROVEMENTS
ENVIRONMENTAL SERVICES**

Proposals Due: 4:00 p.m., Thursday, June 25, 2020

Voluntary Pre-proposal (Zoom) Meeting: Voluntary Pre-proposal Meeting is scheduled for 11:00 a.m. on June 3, 2020. The meeting shall be hosted via Zoom (web conference). At the Pre-proposal Meeting, the City’s Project Manager will go over the RFP and host a Q&A session. Consultants planning to participate should email the City’s Project Manager at woojaek@campbellca.gov to obtain a web link and a password for the meeting.

A. Overview

The City of Campbell (City) is seeking proposals from qualified firms (Proposers) to provide professional environmental consulting services for the Measure O - Civic Center Improvements (Project). The Civic Center Complex (CCC) is a 6-acre city center block bound by Civic Center Drive, North First Street, Grant Street, and Harrison Avenue located within the Campbell’s Historic Downtown District. See **Attachment 1 – Civic Center Complex**. The Project primarily involves the design and construction of a new 15,000 to 25,000 square-foot Police Operations Building (POB) and the renovation of the existing 25,000 square-foot Campbell Library (Library) both within the CCC. The address of the Library is 77 Harrison Avenue. The existing Police facility is located on the first level of City Hall located at 70 North First Street, also within the CCC. Other elements of the Project include improvements to the existing Police facility and a temporary library facility (location to be determined) during the Library renovation. The CCC is zoned the Planned Development with Historical Preservation overlay/combining district.

For the purpose of this RFP, the City assumes that Initial Study (IS) and Mitigated Negative Declaration (MND) would be required at minimum for the Project in accordance with the California Environmental Quality Act (CEQA) and CEQA Guidelines. If it is determined that other environmental documents are necessary for the Project, the contracted scope shall be revised accordingly per terms described in the City’s consultant services agreement (**Attachment 8**).

Proposers may view and download this RFP electronically for free by registering with www.QuestCDN.com. Once registered and logged in to QuestCDN, select the “Request” tab then enter the Request Number **XXXXXX** to view and download the RFP. Once downloaded, the registered user will be entered into the Planholder’s List to be notified of any changes or addenda. Contact QuestCDN at 952-233-1632 or info@questcdn.com for any assistance. The RFP can also be viewed and downloaded via the City website at <https://www.ci.campbell.ca.us/bids.aspx>. However, if you wish to be on the Planholder’s List, you must register and download the RFP through QuestCDN. It shall be the Proposers’ responsibility to check and obtain any addenda that may be issued.

B. MINIMUM QUALIFICATIONS FOR THE CONSULTANT

Request for Proposal Measure O – Civic Center Improvements Environmental Services

The City is seeking proposals from environmental consulting firms with the following minimum qualifications with preference for experience within the greater San Francisco Bay Area:

1. Minimum three (3) years of applicable and recent experience providing similar environmental consulting services for public and municipal entities.
2. Availability and willingness to frequently travel to City for site visits and meetings with City staff.

Furthermore, Proposers shall also comply with the following provisions:

1. Each Proposer is responsible for determining and complying with all applicable business licensing requirements necessary to complete the Project’s scope of work. The successful Proposer shall be required to provide evidence to the City that it is authorized to do business in California and provide a current City of Campbell Business License prior to award of the contract.
2. Each Proposer is responsible for determining and complying with all applicable professional licensing requirements necessary to complete the Project’s scope of work.
3. If applicable, California Department of Industrial Relations (“DIR”) Registration is required. If applicable, Proposer will be required to certify that it has verified that its subcontractors on this Project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Proposer shall provide such proof of registration to the City.

C. Background

During the 2018 general elections, Campbell voters passed Measure O authorizing the City to issue up to \$50,000,000 in general obligation bonds to finance the design and construction of City facilities to house the Police and Library services. For reference, the overall Measure O goals are as follows:

1. New Police Operations Building with 9-1-1 dispatch and emergency operations center fitted with up-to-date crime fighting technology meeting operational standards and adaptable to future needs and new technology.
2. Improve Campbell Library for building code compliance, accessibility, energy-efficiency, efficient and versatile use of space to include senior reading, after-school homework programs, children’s story times, children’s collection, summer reading programs, public computer lab, and more.
3. If permissible within the budget, improvements to the existing police facility for other City purposes.

The Campbell Police Department (CPD) currently occupies the first level of the City Hall north wing (approximately 7,600 square-foot). City Hall was built in the early 1970’s and does not meet the Essential Services Buildings standards and the Immediate Occupancy Structural Performance

Request for Proposal Measure O – Civic Center Improvements Environmental Services

Level requirements. CPD also occupies an auxiliary mobile trailer building (1,440 square foot), referred to as the Police Annex, just north of City Hall within the secured parking lot. CPD and City Hall employees share a parking lot located at the northwest quadrant of the CCC just west of the secured CPD parking lot.

The Police project would involve building a new POB for CPD's operations and programs including a 9-1-1 dispatch center and emergency operations center (EOC). The new POB will likely be constructed in the northwest quadrant of the CCC to minimize impacts and disruptions to the existing programs and operations. The size and total floor area of the new POB is to be determined through the feasibility study and design process. A preliminary assessment determined that the space needs may be as much as 25,000 square feet.

The Library is a two-story, 25,000 square foot building constructed in the early 1970's. The Library site includes a 34,000 square foot surface parking area. The Santa Clara County Library District (SCCLD) has leased the Library (and site) from the City since it was first constructed and is responsible for its operations and maintenance. The Library is open seven days a week and accommodates over 1,000 visitors daily.

The Library project would involve renovation of the existing facility to modernize, improve/replace building elements, ADA and building code upgrades, improve energy efficiency, photovoltaic panels, and potential reconfiguration of the parking lot and vehicular circulation. A temporary library facility with 7,000 – 12,000 square feet of floor space would be required during the construction with adequate parking spaces.

The Library and City Hall are located within the CCC, along with the Ainsley House, Carriage House, Orchard City Green, and Veterans Memorial where numerous public and private events are hosted. Ainsley and Carriage Houses are listed on the National Register of Historic Places. The CCC is in the Campbell's historic downtown district. North Central Avenue used to run through the current Orchard City Green before a portion of the street was vacated in 1992. Properties across North First Street, Grant Street, and Harrison Avenue from CCC are primarily residential and mixed-use, which are zoned Planned Development. Planned Development Zone is a Special Purpose District intended to provide a degree of flexibility that is not available in other zoning districts to allow developments that are more consistent with site characteristics while conforming to the underlying land use designation of the City's General Plan. Business properties along Civic Center Drive across from CCC are zoned Central Business District.

The City's Zoning and General Plan maps can be accessed from the following City website links:
<https://www.ci.campbell.ca.us/DocumentCenter/View/1430/Zoning-Map>
<https://www.ci.campbell.ca.us/DocumentCenter/View/1429/General-Plan-Map>

Currently, the City is in the process of hiring design consultants to conduct feasibility studies, prepare concept designs, and complete Schematic Design and Design Development Documents for the Police and Library buildings.

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Here is an anticipated timeline for Police and Library design deliverables:

<u>Deliverable Items</u>	<u>Anticipated Completion</u>
Concept Designs	Fall 2020
Schematic Design Documents (15% - 20% design)	Late 2020
Design Development Documents (30%-40% design)	Early 2021

The City has recently completed the topographic, boundary, and tree surveys of the CCC and the initial hazardous materials study of the Library. Both documents are available for review.

D. Scope of Services

The City is looking to start the environmental process once the concept designs are finalized and approved by the City Council (in fall 2020) or as recommended by the consultant. The goal is to complete the IS/MND during the Schematic Design and Design Development phases. The City will deliver the Library building project using the traditional Design-Bid-Build process. For the new POB, the City may utilize the Design-Build delivery method. The delivery method determination for the Police project will be made before the completion of the Design Development Documents. In either case, construction activities for both Police and Library buildings are anticipated to start between late 2021 and early 2022 and take approximately two years to complete. The temporary library facility will need to be setup before the start of the Library construction.

Although there are no City land use or zoning requirements established for public facilities, the City's goal is to meet neighboring zoning requirements to the extent possible for the Project.

The proposed scope of services for this RFP shall include, as applicable and not limited to, the following environmental consulting services for the Project:

1. Assist City staff with project management and coordination related to environmental compliance and CEQA guidelines to complete IS/MND.
2. Develop and update a schedule for the environmental process.
3. Public outreach and meetings including developing project informational exhibits as necessary.
4. Interface with City staff and other City design consultants.
5. Attend coordination meetings as necessary when work is in progress.
6. Preparing environmental documents for CEQA process in accordance with the latest State, regional, and local practices, regulations, policies, procedures, standards, and guidelines as appropriate. Environmental documents may include, but not limited to:
 - Notice of Intent
 - Categorical Exemptions/Exclusions, if applicable
 - Initial Study/Mitigated Negative Declaration/Negative Declarations
 - Environmental checklist

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- Environmental assessments and technical studies
 - Recommendations on avoiding or mitigating significant effects and impacts of the Project.
 - Pre-construction surveys.
 - Mitigation Monitoring and Reporting Program, if necessary.
7. Present IS/MND and findings to the Planning Commission and the City Council as required.
 8. Assistance with obtaining any necessary regulatory permits if required and compliance with permitting conditions throughout the life of the Project.

Environmental impacts that will need to be assessed include, as applicable and not limited to, the following:

- Aesthetics
- Air Quality/Greenhouse Gas Emissions
- Biological Resources
- Cultural Resources
- Climate Change/Global Warming
- Geology/Soils
- Geotechnical Investigation Report (to be provided by other City consultants)
- Hazards and Hazardous Materials (Hazardous Materials Study to be provided by the City)
- Hydrology and Hydraulics (to include sea level rise impacts)
- Noise
- Risk and Hazard Screening Analysis
- Transportation/Traffic
- Tribal Cultural Resources
- Utilities and Service Systems
- Water Quality

E. Additional Services

The following services are not included in the initial scope and may be included as Additional Services with contract amendments per terms described in the consultant services agreement:

- Additional meetings
- Additional technical studies and assessments
- Phase 1 Environmental Site Assessment
- Mitigation/construction monitoring and reporting
- Tasks related to National Environmental Policy Act (NEPA)
- Environmental Impact Report
- GIS Mapping

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F. General Provisions and Requirements

1. The City’s Project Manager shall be the consultant’s primary contact for the City.
2. The consultant shall manage, coordinate, and review work submitted by the sub-consultants (if any) for accuracy and conflicts.
3. The consultant shall maintain the consultant’s key personnel through the entire duration of services; and therefore, the consultant will conduct their business in a professional manner to schedule and support their personnel to provide the scope of services in a timely and professional manner. The City must approve of any key personnel change in advance through personnel qualifications review and oral interviews with City staff.
4. The City does not warrant the accuracy or completeness of its documents. The consultant shall verify all information to consultant’s professional satisfaction and note and report any discrepancies observed in the course of professional activities covered by the services.
5. Deliverables will be submitted in electronic format (PDF) and in native document formats such as Word, Excel, AutoCAD, etc. unless otherwise specified.

G. Proposal Format and Submission Requirements

Submitting the Proposal:

The Proposal and Fee Proposal must be received by the City no later than June 25, 2020 by 4:00 p.m. Pacific Time. The City requires that all Proposals be submitted in an electronic format (e.g. PDF) via a CD/DVD or flash drive. The Proposal shall be clearly marked “**Measure O – Civic Center Improvements Environmental Services**” and delivered or mailed to:

WooJae Kim
c/o City Clerk
City of Campbell
70 N. First Street, Campbell, CA 95008

All Proposal documents shall be delivered in sealed packaging. The sealed packaging must note the Proposer’s name, address, contact person(s), and phone number.

Receipt of a Proposal by any other City office will not constitute “delivery” as required by this RFP. Each Proposer assumes full responsibility for timely delivery of its Proposal at the required location. Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the consultant. Oral, telephone, facsimile, telegraph, or email Proposals are invalid and will not receive consideration. No Proposer may submit more than one Proposal for the Project.

Proposals must include the following information:

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Cover Letter (Maximum 2 pages) - Cover letter giving an overview of the consultant's general expertise, experience, and approach to perform the scope of services described in this RFP. The cover letter shall be signed by an authorized representative of the firm and bind the firm to all commitments made in the submittal. **Attachment 8** is the City's contract template for the Consultant Services Agreement. In the cover letter, state that the City's contract template is acceptable to the Proposer or list any exceptions or change requests to the contract provisions.

Certification Forms – Complete and sign the following certification forms:

Attachment 2 – *Certification of Proposer*

Attachment 3 – *Conflict of Interest Statement*

Attachment 4 – *Non-Collusion Declaration*

Attachment 7 – *Statement Regarding Insurance Coverage and Worker's Compensation Insurance Acknowledgment Certificate*

Review of Scope of Services/Project Approach (Maximum 2 pages) – Proposers must comment on the firm's ability to realistically provide the services listed in the Scope of Services as outlined. Provide comments, and suggest modifications, changes and/or additions as appropriate. Indicate how your firm/team would approach the Project and what specialized services or unique insights your team would bring to the Project.

Related Project Experience and Expertise – Discuss prior related project experience satisfying Minimum Qualifications for the Project and what would make the firm the best qualified for this Project. Emphasize projects of similar scope and magnitude. Discuss the firm's capabilities and experience in facilitation of public meetings and consensus building. Emphasize the firm's experience in ranking/prioritizing needs versus construction budget constraint. Discuss the firm's experience in the accurate coordination of trades and sub-consultants, and the quality control process. Discuss the firm's ability to meet schedules and ability to control costs.

Minimum Qualifications for Proposer (complete Attachment 5) - The City is seeking proposals from environmental consulting firms with the following minimum qualifications with preference for experience within the greater San Francisco Bay Area:

1. Minimum three (3) years of applicable and recent experience providing similar environmental consulting services for public and municipal entities.
2. Availability and willingness to frequently travel to City for site visits and meetings with City staff.

Qualifications of Key Personnel – Identify the project manager and key individuals on the consultant team and their resumes highlighting relevant qualifications and experiences. State projects that they were assigned to and their specific roles and responsibilities. Provide a statement regarding the firm's commitment to keep the same personnel throughout the

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Project. Indicate how your firm’s resources will work together to complete this Project. Identify additional resources available in your firm.

Sub-Consultants – Identify any sub-consultants your firm will utilize. Include resumes of key individuals who will be directly involved in this Project, and briefly describe any past involvement in joint projects with these sub-consultants. Indicate why the particular sub-consultant has been selected to work on the Project team. Indicate how the prime firm will ensure quality control and coordination of documents between the prime and the various sub-consultants.

Preliminary Project Schedule – Provide a preliminary Project timeline schedule. Add any significant milestone dates necessary to complete all tasks. Indicate resources that will be allocated to each major task category to meet this schedule and discuss your firm’s flexibility to “catch up” if milestone dates are not met. Discuss your firm’s commitments to other projects in the time frame coinciding with this Project.

References (complete *Attachment 6*) – A minimum of three (3) current references from past projects (of similar scope) completed by the proposed project manager and/or project team should be provided. All references must contain relevant projects completed within the past five (5) years. Provide the following information for each reference:

Firm, Owner, or Agency Name
 Address, Telephone Number
 Email Address
 Project Description
 List of Services Provided
 Engineer’s cost estimate vs actual construction cost

Insurance Coverage (*Attachment 7*) - Identify carriers, A.M. Best ratings, and types and limits of insurance carried by your firm. If consultant is selected by City, consultant shall maintain minimum coverage requirements for commercial general liability, automobile liability, professional liability, and workers’ compensation. The consultant may achieve the required limits and coverage through a combination of primary and excess or umbrella liability insurance provided such policies result in the same or greater coverage as the coverages required by City, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. If consultant is selected by City, consultant shall cause the insurance policies required herein to include the City, and their respective officials, officers, employees and volunteers as additional insureds for claims caused in whole or in part by consultant’s negligent acts or omissions. Consultant shall provide certificates of insurance to the City that evidence compliance with the above.

Fee Proposal – Submit a Fee Proposal that provides a guaranteed maximum price to perform consultant’s services. The guaranteed maximum price shall be inclusive of all work and labor from notice to proceed through completion of the Scope of Services, including but not limited

Request for Proposal Measure O – Civic Center Improvements Environmental Services

to consultant’s costs for site visits and travel expenses. The Fee Proposal should itemize the fee for each task, showing the estimated hours of each staff member assigned and the associated fee for that staff member or sub-consultant. Also, provide hourly rate schedules for all key project staff, including sub-consultants.

Addenda

If any revisions to this RFP become necessary, the City shall provide responses and clarifications to questions via addenda. The last day for issuance of an addendum is June 18, 2020. A Proposer shall submit any questions or requests for clarification to the City’s Project Manager by June 15, 2020.

Addenda to this RFP, if issued, will be posted on www.QuestCDN.com (Request Number **XXXXXX**) and the City’s website at <https://www.ci.campbell.ca.us/bids.aspx>. All proposers shall verify that the City has issued any addenda for this Project prior to submitting the proposal and ensure that all requirements of addenda are included in the Proposal.

H. Evaluation Process

All Proposals will be evaluated by a City Selection Committee (Committee). The Committee may be composed of City staff and stakeholders that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the Proposers. The evaluation of the Proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City’s Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

During the Proposal evaluation process, written questions or requests for clarification may be submitted by the City to a Proposer regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration.

The Committee will evaluate each Proposal meeting the qualification requirements set forth in this RFP. After the review of proposal, the highest-ranked Proposers may be invited for oral interviews as part of the selection process. The Proposer will be notified of the time and place of oral interviews and if any additional information may be required to be submitted. Upon completion of the evaluation and selection process, only the Fee Proposal from the most qualified consultant will be opened to begin cost negotiations.

The City shall be the sole judge of the evaluation of all Proposals. The City’s decision(s) shall be final. The City reserves the right to reject any and all Proposals and waive any irregularity or minor defects in any Proposal received.

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Measure O – Civic Center Improvements Environmental Services

Proposal Evaluation Criteria

Each member of the Committee will independently evaluate each Proposal using the following criteria and point systems:

1. **Conflict of Interest Statement and Non-Collusion Declaration (Pass/Fail)**
 - a. Discloses any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project.
 - b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
 - c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.
2. **Completeness/Organization of the Proposal (10 Points)**
 - a. Proposal that is current, accurate, and complete in accordance with the requirements of this RFP. The Proposal format and organization shall follow the requirements herein. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address items listed shall be considered incomplete.
3. **Organization, Approach, & Schedule (15 points)**
 - a. Describes familiarity of the Project and demonstrates understanding of work completed to date, if applicable, and Project objectives moving forward.
 - b. Project team and management approach responds to Project issues. Team structure provides adequate capability to perform both volume and quality of needed work within Project schedule milestones.
 - c. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of Project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team relevant to City needs.
 - d. Working Relationship with City
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist City during the Project.
4. **Team’s Qualifications & Experiences (20 points)**
 - a. Meets Minimum Qualifications as completed in *Attachment 5*.
 - b. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants related to the Project.
5. **Qualifications of Key Individuals (20 points)**
 - a. Team is managed by an individual(s) with appropriate experience in similar projects. This person’s time is appropriately committed to the Project.

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- b. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the Project.
 - c. Key positions required to execute the Project team’s responsibilities are appropriately staffed.
- 6. Scope of Services to be Provided (20 points)**
- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known Project needs and appears achievable in the timeframes set forth in the Project schedule.
 - b. Project Deliverables
 - i. Deliverables are appropriate to the Project schedule and scope set forth.
 - c. Cost Control Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.
 - d. Proposer’s schedule shows completion of the work within acceptable timeline.
- 7. Proposer Accessibility (5 points)**
- a. A statement addressing firm’s ability to fulfill regular on-site Project responsibilities including meetings and on-site visits, and whether it has an office or can establish an office within Santa Clara County.
- 8. References (10 points)**
- a. Provide as reference the name of at least three (3) agencies the Proposer has previously consulted for in the past five (5) years.

No.	Proposal Evaluation Criteria	Possible Points
1	Conflict of Interest Statement and Non-Collusion Declaration	Pass/Fail
2	Completeness/Organization of Proposal	10
3	Organization and Approach	15
4	Team’s Qualifications and Experiences	20
5	Qualification of Key Personnel	20
6	Scope of Services to be Provided	20
7	Proposer Accessibility	5
8	References	10
Subtotal:		100

Oral Interview (if necessary)

If necessary, the top-ranking Proposers may be invited to participate in Oral Interviews for a consultant presentation and Q&A session. Interviews may be scheduled in July 2020 at the Campbell City Hall, 70 N. First Street Campbell, California or via a web conference meeting. A Proposer will be notified of the time and place for oral interviews and if any additional information may be required to be submitted.

Request for Proposal Measure O – Civic Center Improvements Environmental Services

Following the City’s determination of the firm best qualified for this work, final terms will be negotiated, and the consultant and the City will execute the City’s standard Consultant Services Agreement (*Attachment 8*). If negotiations with the top-ranked Proposer are not successful, the City will select the next-ranked Proposer for award and negotiate the final terms of the contract.

The proposed schedule is as follows:

<u>Activity</u>	<u>Dates</u>
RFP release	May 26, 2020
Voluntary Pre-Proposal (Zoom) Meeting	June 3, 2020, 11:00 a.m.
Deadline for Addendum Issuance	June 18, 2020
Proposal Submission Deadline (4:00 p.m.)	June 25, 2020
Proposal Evaluation	July 2020
Consultant Interviews/Presentations (if needed)	July 2020
Contract Negotiations/Award	August 2020

I. Additional Information

1. **Reservation of Rights.** The City reserves the right to accept or reject any or all Proposals, or to alter the selection process if warranted, to postpone the selection process for its own convenience at any time, and to waive any defects in the Request for Proposals. The City also reserves the right to accept or reject any individual sub-consultant that a candidate proposes to use. This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the Proposers. The City’s standard form of consultant agreement will form the basis of the contract between the parties.
2. **Proposer’s Costs.** Each proposer responding to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs, and travel expenses, including but not limited to vehicle miles, vehicle rentals, flights, transit fares, and meals, are at the Proposer’s sole expense. The City shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposer. In addition, each proposer acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the City.
3. **DIR Monitoring.** This Project may be subject to compliance monitoring and enforcement by the DIR.
4. **Communicating with City.** If you have any questions regarding this RFP, please contact WooJae Kim, the City’s Project Manager:

WooJae Kim, PE
Senior Project Manager
City of Campbell
70 N. First Street
Campbell, California 95008

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Measure O – Civic Center Improvements Environmental Services

(408) 866-2157
woojack@campbellca.gov

The City's sole point of contact for this RFP shall be the City's Project Manager who shall administer the RFP process. All communications shall be submitted in writing and shall specifically reference this RFP (identify in the subject line the Project). Only answers issued by Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. No contact with other City staff, City council members, or any other public official concerning the Project during the procurement process is allowed. A violation of this provision may result in the disqualification of the consultant.

5. **Assumptions of Proposers.** The City is not responsible for the assumptions of Proposers. Neither the participation of the City in any pre-proposal meeting, nor the subsequent award of the contract by the City shall in any way be interpreted as an agreement or approval by the City that a Proposer's assumptions are reasonable or correct. The City specifically disclaims responsibility or liability for any Proposer's assumptions in developing its Proposal.
6. **Retention of Records.** The consultant shall retain all books and records related to the Project for a minimum of four (4) years after the end of the Project. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four (4) year period, then such records must be retained until completion of the actions and the resolution of all issues, or the expiration of the four (4) year period, whichever occurs later.

All records, accounts, documentation, and other materials maintained by the consultant regarding the Project shall be accessible to the City upon reasonable prior notice for the purpose of examination or audit. Access to said records shall be consistent with applicable federal, State, and local laws regarding privacy and obligations of confidentiality.

7. **Public Record.** All responses to this RFP become property of the City and will be kept confidential, subject to the requirements of the California Public Record Act, until a recommendation for award of a contract has been announced. Submittals are subject to public inspection and disclosure under the California Public Records Act. (Cal. Govt. Code sections 6250 *et seq.*). Unless the information is exempt from disclosure by law, the content of any Proposal, request for explanation, or any other written communication between the City and any Proposer, and between City employees or consultants, regarding the procurement, shall be available to the public. In any event, the City shall have no liability to Proposer for making disclosures required by the California Public Records Act or other law, court order, legal proceeding discovery request, investigative demand, subpoena, or order from a regulatory body having jurisdiction over either of the parties. Nothing contained herein shall be construed as requiring or obligating the City to withhold information in violation of the California Public Records Act or other laws.
8. **Equal Opportunity.** The City hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this procurement, minority business enterprises will be afforded full opportunity to submit Proposals in response to this RFP and will not be

Request for Proposal

Measure O – Civic Center Improvements Environmental Services

discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status, pregnancy, or other protected characteristic as set forth hereunder.

9. **Appeal.** The City will entertain appeals regarding this RFP process only as set forth herein. The appeal process presented in this RFP will take precedence in the case of any conflict with the appeal processes contained in the City’s Policies and Procedures. The City will not entertain appeals regarding, or reconsider, substantive scores or determinations made in the evaluation process.

Appeals may be based upon restrictive requirements or alleged improprieties in the RFP that are apparent or reasonably should have been discovered prior to the City’s receipt of Proposals. Such appeals shall be written and hand delivered or sent via certified mail to be received by the City’s Project Manager at least fourteen (14) calendar days prior to the City’s receipt of Proposals. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based.

Appeals may also be based upon alleged improprieties that are not apparent in the RFP or that could not reasonably have been discovered prior to the City’s receipt of the Proposals. Such appeals are limited to 1) the City’s failure to follow its own appeal procedures set forth in this Section; and 2) other procedural errors in the RFP process. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based. Such appeals shall be in writing and hand delivered or sent via certified mail to be received by the City. Contact within five (5) calendar days from receipt of the notice from the City informing of the Successful Proposer.

The City’s Project Manager will respond to an appeal in writing within ten (10) business days of receipt, and the City’s Project Manager’s determination shall be final.

The appeal procedures summarized in this Section are mandatory and comprise the sole and exclusive appeal procedures for this RFP. A Proposer’s failure to comply with the procedures set forth herein will result in rejection of the appeal and constitute a waiver of any right to further pursue a protest or appeal (including, but not limited to, filing a Government Code claim or legal proceeding). If the City determines the appeal to be frivolous, the Respondent originating the appeal may be determined to be irresponsible and may be ineligible for future purchase orders and/or contracts.

In order to prevail on an appeal based on alleged improprieties not apparent in the RFP as described herein, a Proposer must demonstrate that an error was material and prejudicial to the Proposer’s effort to become selected for participation in this Project. In other words, in order to prevail, the Proposer must demonstrate that but for the City’s error, the Proposer would have been selected as the Successful Respondent.

If an appeal is received within five (5) business days from receipt of the notice from the City informing of the Successful Proposer, the City will proceed with the following process: 1) City provides a copy of the appeal to the Successful Respondent and, within five (5) business days of receipt, Successful Proposer may provide to the City a written response to the appeal; 2) within ten (10) business days thereafter, City prepares a written response to the appeal and to the Successful Proposer’s response, if any, and provides the analysis to appellant and

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Measure O – Civic Center Improvements Environmental Services

Successful Proposer; 3) within five (5) business days, appellant and Successful Proposer may provide written responses; 4) City sets a hearing date for a City Council determination on the appeal and prepares a written staff report and recommendation; 5) City staff notifies Successful Proposer and appellant of the date and time of the hearing and prepares and distributes a written record containing all documents necessary for the City Council determination and distributes the record to all parties; 6) City Council hearing in which Successful Proposer and appellant are provided full opportunity to present matter to City Council; 7) City Council renders a final determination.

10. **Governing Law.** The laws of the State of California shall govern the interpretation and enforcement of the contract. Legal action may be instituted only in the Superior Court of the County of Santa Clara, State of California, or in the Federal District Court in the Northern District of California.
11. **Adherence to All Local, State, and Federal Laws and Requirements.** The Proposer shall adhere to all applicable federal, state, and local laws, ordinances, statutes, rules and regulations, and rulings or directives of any agencies having jurisdiction including without limitation those relating to the environment (including, but not limited to, those promulgated by EPA, California Department of Public Health), wages, hours, health and safety (including, but not limited to, those promulgated by CAL-OSHA and FED-OSHA), equal employment opportunity, and working conditions or which pertain in any way to the Project and/or Proposer's scope of work on the Project.

J. Attachments

The following attachments are incorporated into the Request for Proposals:

- ATTACHMENT 1 - CIVIC CENTER COMPLEX
- ATTACHMENT 2 - CERTIFICATION OF PROPOSER
- ATTACHMENT 3 - CONFLICT OF INTEREST STATEMENT
- ATTACHMENT 4 - NON-COLLUSION DECLARATION
- ATTACHMENT 5 - MINIMUM QUALIFICATIONS
- ATTACHMENT 6 - REFERENCES
- ATTACHMENT 7 - STATEMENT REGARDING INSURANCE COVERAGE AND
WORKER'S COMPENSATION ACKNOWLEDGMENT
CERTIFICATE
- ATTACHMENT 8 - SAMPLE CONSULTANT SERVICES AGREEMENT

Request for Proposal
Measure O – Civic Center Improvements Environmental Services

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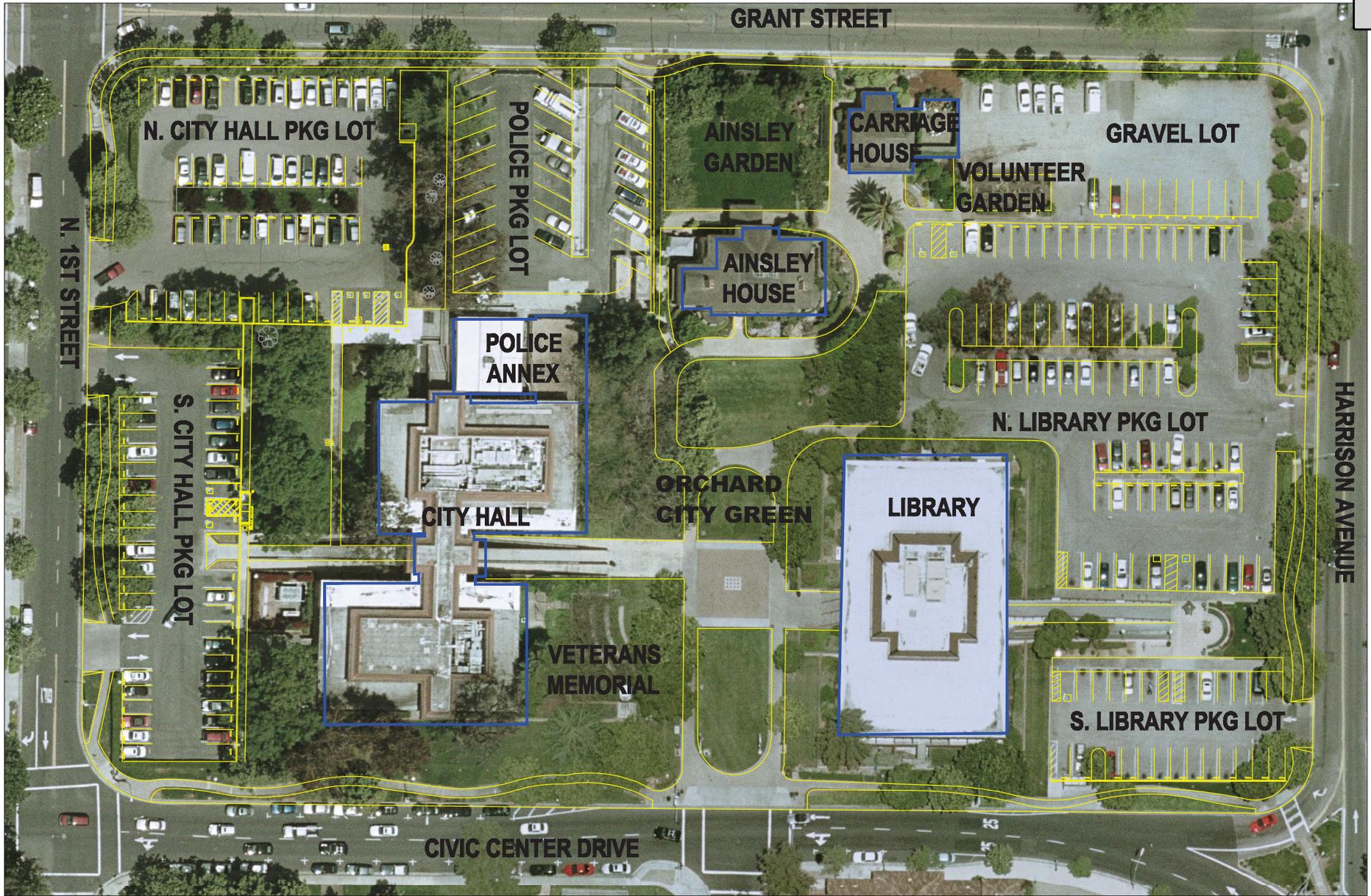
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Attachment: Measure O - Environmental Services RFP (Measure O - Environmental Services RFP)

ATTACHMENT 1 – CIVIC CENTER COMPLEX

[ATTACHED BEHIND THIS PAGE]

ATTACHMENT 1



CIVIC CENTER COMPLEX

8.b



ATTACHMENT 2 - CERTIFICATION OF PROPOSER

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

MEASURE O – CIVIC CENTER IMPROVEMENTS ENVIRONMENTAL SERVICES

By listing the Addenda Numbers below and checking the box next to "ADDENDA" below, Proposer acknowledges receipt of Addenda Number (s) ____, ____, ____, ____, pertaining to this RFP (if any). ADDENDA:

By checking the box next to "QUESTIONS" below, Proposer acknowledges receipt of Questions and Answers to this RFP (if any): QUESTIONS:

I/We (Insert Company Name) _____ agree to provide the Services as stipulated in this RFP and pricing as indicated in the Proposal. I/We further agree that the below; undersigned is authorized by the (Insert Company Name) _____ to bind the company in contract for the specified contract term. All exceptions (if applicable) are attached as an addendum to this pricing proposal. I understand that the City may not accept exceptions to the RFP. I/We further agree that if awarded the contract, to abide the terms and conditions of the contract and not to materially modify such terms without expressed written consent of the City.

Company Name: _____ Legal Entity Type: _____
Authorized Contact Title: _____ Print Contact Name: _____
Contact Signature: _____ Contact Email Address: _____
Contact Telephone: _____ Contact Fax: _____
Proposer's Address: _____ City, State and ZIP Code: _____
Taxpayer I.D. No.: _____ Business License No.: _____
DIR Registration No. (if applicable): _____

Attachment: Measure O - Environmental Services RFP (Measure O - Environmental Services RFP)

ATTACHMENT 3 - CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

MEASURE O – CIVIC CENTER IMPROVEMENTS ENVIRONMENTAL SERVICES

The undersigned declares:

I/We _____ (Insert Company Name) have the following financial, business, or other relationship with City that may have an impact upon the outcome of the contract or the construction Project. If none, please specify that no other relationships may have an impact on this contract or Project.

I/We _____ (Insert Company Name) have the following current clients who may have a financial interest in the outcome of this contract or the construction Project. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

I/We _____ (Insert Company Name) have the following financial interests or relationships with a construction company that might submit a bid for the construction of the Project. If none, please specify that no such relationships exist.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Proposer covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the City. Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the City

Attachment: Measure O - Environmental Services RFP (Measure O - Environmental Services RFP)

if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposal documents the completed Non-Collusion Declaration provided herein as Attachment 4.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Proposer Name (Person, Firm, Corp.) Title of Authorized Representative

Address Name of Authorized Representative

City, State, Zip

(Date) (Signed)

Attachment: Measure O - Environmental Services RFP (Measure O - Environmental Services RFP)

ATTACHMENT 4 – NON-COLLUSION DECLARATION

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

MEASURE O – CIVIC CENTER IMPROVEMENTS ENVIRONMENTAL SERVICES

The undersigned declares:

I am the _____ [Insert Title] of _____, [Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham Proposal, or to refrain from responding. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent. All statements contained in the Proposal are true. The Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], ____ [state].

By: _____

Name: _____

Title: _____

Attachment: Measure O - Environmental Services RFP (Measure O - Environmental Services RFP)

ATTACHMENT 5 – MINIMUM QUALIFICATIONS

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

MEASURE O – CIVIC CENTER IMPROVEMENTS ENVIRONMENTAL SERVICES

List Proposer’s applicable work experience per Minimum Qualifications. Use additional sheets as necessary.

Projects	Owners/Clients	Description of Services	Dates Work Performed	Status

Attachment: Measure O - Environmental Services RFP (Measure O - Environmental Services RFP)

I hereby certify that the Proposer performed the work listed above.

Signature of Proposer

Name

Date

ATTACHMENT 6 - REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

MEASURE O – CIVIC CENTER IMPROVEMENTS ENVIRONMENTAL SERVICES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

1.

_____	_____
Name of Agency	Agency Address
_____	_____
Contact Name	Contact Title
_____	_____
Contact Telephone	Contact Email Address
_____	_____
Contract Period	Contract Amount

_____ Description of services performed including project cost estimates and actual costs.

2.

_____	_____
Name of Agency	Agency Address
_____	_____
Contact Name	Contact Title
_____	_____
Contact Telephone	Contact Email Address
_____	_____
Contract Period	Contract Amount

_____ Description of services performed including project cost estimates and actual costs.

3.

_____	_____
Name of Agency	Agency Address
_____	_____
Contact Name	Contact Title
_____	_____
Contact Telephone	Contact Email Address
_____	_____
Contract Period	Contract Amount

_____ Description of services performed including project cost estimates and actual costs.

I hereby certify that the Proposer performed the work listed above.

Signature of Proposer

Name

Date

Attachment: Measure O - Environmental Services RFP (Measure O - Environmental Services RFP)

**ATTACHMENT 7 - STATEMENT REGARDING INSURANCE COVERAGE AND
WORKER'S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE**

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE
PROPOSAL**

MEASURE O – CIVIC CENTER IMPROVEMENTS ENVIRONMENTAL SERVICES

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded the contract for the Services, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City as additional insured for the Services specified.

By certifying this form, the Proposer also understands the Worker’s Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Attachment: Measure O - Environmental Services RFP (Measure O - Environmental Services RFP)

INSURANCE REQUIREMENTS

A. CERTIFICATE REQUIREMENTS

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Campbell, 70 N. First Street, Campbell, California 95008,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the City, its officers, officials, employees, and volunteers as additional insureds.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The City will be entitled to coverage for the highest limits maintained by Consultant. Coverage will be at least as broad as:

- **COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 PER OCCURRENCE**
Proof of coverage for \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 85 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be at least twice the required occurrence limit.

- **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS): \$1,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE.**

Consultant will maintain insurance appropriate to Consultant's profession; with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement. 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 or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- **AUTOMOBILE LIABILITY:**
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease. **Must include a waiver of subrogation.****

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

C. OTHER INSURANCE PROVISIONS

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

- **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 Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to Consultant'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).

- PRIMARY COVERAGE

For any claims related to this agreement, Consultant's insurance coverage will 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 will be excess of Consultant's insurance and will not contribute with it.

- NOTICE OF CANCELLATION

Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.

- WAIVER OF SUBROGATION

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Worker's Compensation policy will be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.

- DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

- ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

- CLAIMS MADE POLICIES

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
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.
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 Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

- VERIFICATION OF COVERAGE

Consultant will 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 will not waive the Consultant'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.

D. SUBCONTRACTORS

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

ATTACHMENT 8 – SAMPLE CONSULTANT SERVICES AGREEMENT

[ATTACHED BEHIND THIS PAGE]

CITY OF CAMPBELL
CONSULTANT SERVICES AGREEMENT

This Agreement is entered into at Campbell, California on the _____ day of _____, 20__, (“Effective Date”) by and between the **CITY OF CAMPBELL** (hereinafter referred to as "City") and _____ (hereinafter referred to as "Consultant") (referred to individually as a “Party” and collectively, as the “Parties”). This Agreement will commence upon the Effective Date and shall continue in full force and effect until completion of all service by Consultant, unless earlier terminated in accordance with the provisions set forth below.

WHEREAS, City desires to engage Consultant’s services relating to the **Measure O – Civic Center Improvements Environmental Services** (“project”) on behalf of the City’; and

WHEREAS, Consultant represents that it has the expertise, means, and ability to perform said project;

NOW, THEREFORE, in consideration of each other's mutual promises, Consultant and City agree as follows:

1. DUTIES OF CONSULTANT

1.1 Consultant agrees to perform services as set forth in Exhibit A - Scope of Services and Compensation, attached hereto and made a part hereof, and as set forth in the Request for Proposal for Measure O – New Police Operations Building Design Consultant Services (“RFP Documents”), which are all incorporated herein by reference, and which shall be interpreted together and in harmony with this Agreement. In the event of any conflict between the RFP Documents and this Agreement (including Exhibit A,) this Agreement shall govern, control, and take precedence.

1.2 Consultant’s project manager will meet with the City’s project manager or designee prior to commencement of the project to establish a clear understanding of the working relationships, authorities, and management philosophy of City as it relates to this Agreement.

1.3 Consultant, working with the City, will gather available existing information concerning the project, and shall review documents as necessary for compliance with the project’s objectives and independently verify the information obtained from those documents.

1.4 Consultant shall meet with authorized City personnel, or third parties as necessary to carry out Consultant’s services. Such meetings shall be held at the request of either Party.

1.5 Consultant acknowledges that it is necessary for Consultant to complete its work on or before as the completion dates set forth in the Scope of Services in order to allow the City

to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

1.6 Notwithstanding Section 1.5, Consultant shall not be responsible for delay caused by activities or factors beyond Consultant's reasonable control, including delays or by reason of strikes, work slow-downs or stoppages, or natural disasters. Consultant will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement.

1.7 Consultant agrees to perform this Agreement in accordance with the highest degree of skill and expertise exercised by members of Consultant's profession working on similar projects under similar circumstances.

1.8 Consultant shall cooperate in good faith with City in all aspects of the performance of this Agreement.

1.9 In the course of the performance of this Agreement, Consultant shall act in the City's best interest as it relates to the project.

1.10 The designated project manager for Consultant shall be _____. The Consultant's project manager or authorized designee shall have all the necessary authority to direct technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with the City and the City's project coordinator. The authorized principal of Consultant executing this Agreement for the Consultant shall have authority to make decisions regarding changes in services, termination and other matters related to the performance of this agreement on behalf of Consultant.

1.11 The Consultant (and its employees, agents, representatives, and subconsultants), in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City. The City shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The City, however, retains the right to require that work performed by Consultant meet specific standards consistent with the requirements of this Agreement without regard to the manner and means of accomplishment thereof. Subcontractors shall assume all of the rights, obligations and liabilities, applicable to it as an independent contractor hereunder. Consultant represents and warrants that it (i) is fully experienced and properly qualified to perform the class of work and services provided for herein, (ii) has the financial capability and shall finance its own operations required for the performance of the work and services and (iii) is properly equipped and organized to perform the work and services in a competent, timely and proper manner in accordance with the requirements of this Agreement.

1.12 This Agreement contains provisions that permit mutually acceptable changes in the scope, character or complexity of the work if such changes become desirable or necessary as the work progresses. Adjustments to the basis of payment and to the time for performance of the work, if any, shall be established by a written contract amendment (approved and executed by

the City) to accommodate the changes in work.

1.13 Consultant represents that it, and all persons performing services on its behalf are properly licensed to provide the services required under this Agreement, and that they shall maintain all required licenses in good standing during the performance of the services under this Agreement.

1.14 Consultant shall endorse all plans, specifications, estimates, reports and other items described in Scope of Services of Exhibit A prior to delivering them to City, and, where appropriate, indicate his or her registration number.

2. DUTIES OF CITY

2.1 City shall furnish to Consultant all available and pertinent data and information requested by Consultant to facilitate the performance of the services called for in this Agreement, which shall be subject to Consultant's independent verification.

2.2 City shall provide Consultant with access to the project site, if applicable, prior to commencement of the work and coordinate meetings with City staff and others, as needed. If, in performing the work, it is necessary for Consultant to conduct field operations, the security and safety of the job site will be the Consultant's responsibility unless the security and safety of any City facility or job site is not under the Consultant's control or within the scope of Consultant's services.

2.3 The work in progress shall be reviewed by the City at such intervals as may be determined in the discretion of the City. The City will be the sole judge of acceptable work. If the work is not acceptable, City will inform Consultant of the changes or revisions necessary to secure approval.

2.4 The City's designated representative for this project shall be WooJae Kim, subject to the right of the City to change the designated representative by providing written notice of the change to Consultant.

3. COMPENSATION

3.1 For the full performance of the services described herein by Consultant, City agrees to compensate Consultant for all services and direct costs associated with the performance of the services identified in Exhibit A in an amount not to exceed \$_____. If the City elects to have Consultant perform the Additional Services identified in Exhibit A, then Consultant shall be compensated for those Additional Services as also provided in Exhibit A. Consultant's compensation shall be payable as follows:

a. Once each month, Consultant shall submit for payment by City an itemized invoice for services performed during the previous billing period. The invoice shall describe the services rendered and the title of the item of work. Consultant shall furnish progress reports with each

billing statement at no additional charge. Consultant shall include sufficient detail in each progress report, and shall furnish to the City whatever additional information is necessary, to enable the City to determine whether Consultant is performing all tasks described in Section 1.1 of this Agreement pursuant to the schedule set forth in Exhibit A. City shall pay Consultant for services rendered and approved by the City in accordance with Exhibit A within 30 days from the date the itemized invoice is received by the City, subject to the maximum not to exceed amount specified above and the City's right to object.

b. Direct costs are those outside costs incurred on or directly for the project, and substantiated with invoices for the charges. Direct expenses include printing, reproduction, and delivery charges.

3.2 If Consultant identifies other costs which are not specifically covered by the terms of this Agreement, but which are necessary for performance of Consultant's duties, Consultant shall seek approval from the City in advance of incurring such costs. City may approve payment for said costs if authorized in writing by the City in advance.

3.3 City may order changes in the scope or character of services in writing, including decreasing the amount of Consultant's services. In the event that the work is decreased, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change. Under no conditions shall Consultant make any changes to the work, either as additions or deductions, without the prior written order of the City. In the event, that the City determines that a change to the work or services from that specified in this Agreement is required, the contract time and/or actual costs reimbursable by the City for the project may be adjusted by contract amendment or change order to accommodate the changed work. The maximum not to exceed total amount specified in this Article 3 (Compensation) shall not be exceeded, unless authorized by written contract amendment or change order, approved and executed by the City. Consultant shall obtain prior written approval for a revised fee schedule from the City before exceeding such fee schedule.

3.4 Payment to Consultant shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in the Scope of Work. Consultant agrees that the payments to Consultant specified in this Article 3 will constitute full and complete compensation for all obligations assumed by Consultant under this Agreement. Where conflicts regarding compensation may occur, the provisions of this section apply.

3.5 In no event, unless otherwise agreed to in writing by both Parties, in the form of an amendment or change order will the Consultant be reimbursed for any costs or expenses at any rates that exceed the rates set forth in the fee schedule found in Exhibit A or are in excess of the "not to exceed" amount set forth in section 3.1.

3.6 City may withhold payment to Consultant following written notice to Consultant that: (i) Consultant has failed to fully perform its obligations under this Agreement (including, without limitation, any failure to submit required deliverable items according to the schedule set forth in Exhibit A), (ii) Consultant has neglected, failed, or refused to furnish information or cooperate with any inspection, review, or audit of its work or records; or (iii) Consultant has failed to sufficiently itemize or document its billing statement.

4. SUBCONSULTANTS

4.1 Consultant may not subcontract any services required under this Agreement without the prior written consent of the City.

4.2 Consultant shall be responsible to City for the performance of any and all subconsultants who perform work under this contract, and any acts of negligence or misconduct on their part. Consultant is solely responsible for all payments due to subconsultants.

5. OWNERSHIP OF DOCUMENTS AND MATERIALS

All original drawings, documents, papers, data, materials, photographs, negatives and other work products prepared by the Consultant and/or its subconsultants in the performance of the services encompassed in this Agreement (whether in printed or electronic format) (“project-related documents and materials”) shall be the property of the City and may be used on this project without the consent of the Consultant or its subcontractors. City acknowledges that such drawings, documents, and other items are instruments of professional services intended for use only on the subject project. Consultant agrees that all copyrights which arise from creation of the Project-related documents and materials pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. Upon the completion or termination of this Agreement for any reason, the City shall be entitled to receive, and Consultant shall promptly provide to the City upon request, all finished and unfinished project-related documents and materials, produced or gathered by or on behalf of Consultant that are in Consultant’s possession, custody or control. Consultant may retain copies of said documents and materials for its files. In the event of termination, any dispute regarding compensation or damages shall not hinder, prevent, or otherwise impact the City’s right to promptly receive and use such documents and materials which are the sole and exclusive property of the City.

6. TERMINATION

The City may terminate the Agreement in its sole discretion for convenience by providing written notice to the Consultant not less than 30 calendar days prior to an effective termination date.

The City or Consultant may terminate the Agreement for material breach of agreement by providing written notice to the other party not less than 14 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City's only obligation to the Consultant will be just and equitable payment for services authorized by, and received to the satisfaction of, the City up to and including the effective date of termination. All finished or unfinished work or documents procured or produced under the Agreement will become property of the City upon the termination date. The City reserves the right to obtain services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the City. In no event will the City be liable for any loss of profits on the resulting agreement or portion thereof so terminated. After the effective date of termination, Consultant will have no further claims against the City under the Agreement. Termination of the Agreement pursuant to this paragraph may not relieve the Consultant of any liability to City for damages sustained by City because of any breach of Agreement by Consultant, and City may withhold any payments to Consultant for the purpose of set off until such time as the exact amount of damages due City from Consultant is determined.

If Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall deliver to City, without delay, all materials and records prepared or obtained in the performance of this Agreement. City shall pay Consultant the amount it determines to be the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

7. AUDIT AND INSPECTION

Consultant shall permit authorized representatives of City to inspect and audit all data and records relating to its performance under this Agreement for a period of four years following the final payment for Consultant's services. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of five years from the date of the final City payment for Consultant's services.

8. EQUAL EMPLOYMENT OPPORTUNITY

Consultant agrees to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, disability, sexual orientation, or gender identity, ancestry or any other consideration made unlawful by local, State or Federal law of any employee of, or applicant for employment with, such Consultant or subcontractor.

9. INDEMNIFICATION

9.1 With respect to any design professional services provided by Consultant, the Consultant agrees to indemnify, and hold harmless the CITY, its officers, officials, employees, and volunteers to the fullest extent allowed by law from any and all claims, actions, causes of action, damages, liabilities and losses, and expenses, including attorneys' fees and costs (collectively, "Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents except for any Claims proximately caused by the sole negligence or willful misconduct of CITY. Any defense costs charged to the Consultant relating to design professional services under this paragraph shall not exceed the design professional's proportionate percentage of fault per Civil Code §2782.8, except:

a. That in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with the other parties regarding unpaid defense costs in good faith effort to agree on the allocation of those costs amongst the parties; and

b. Where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis, then there shall be no limitation on the design professional's duty to provide a defense and cover the City's cost of defense, and the indemnity obligation under section 9.2 shall apply.

9.2 With respect to all matters other than those covered by Section 9.1, Consultant agrees to indemnify, defend (with counsel reasonably satisfactory to the CITY) and hold harmless the CITY, its officers, officials, , volunteers, and employees to the fullest extent allowed by law from any and all claims, actions, causes of action, losses, damages, liabilities and costs of every nature, including but not limited to all claims, actions, causes of action, losses, damages, liabilities for property damage, bodily injury, or death, and all costs of defending any claim, caused by or arising out of, or alleged to have been caused by or arise out of, in whole or in part, Consultant's performance under this Agreement, except for any claims, actions, causes of action, losses, damages, costs or liabilities proximately caused by the sole negligence or willful misconduct of CITY.

9.3 In no event shall this section be construed to require indemnification by the Consultant to a greater extent than permitted under the public policy of the State of California; and in the event that this Agreement is subject to California Civil Code section 2782(b), the foregoing indemnity provisions shall not apply to any liability for the active negligence of the City.

9.4 The defense and indemnity provisions obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement. The foregoing indemnity provisions are intended to fully allocate

the parties' risk of liability to third-parties; and there shall be no rights to indemnity or contribution, in law or equity or otherwise between the Parties that are not set forth in this section. Consultant waives all rights to subrogation for any matters covered by the provisions of this section. Consultant's responsibility for such defense and indemnity obligations as set forth in this section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

10. INSURANCE

10.1 Consultant shall maintain insurance conforming to the following specifications to the fullest amount allowed by law for a minimum of five years following the termination or completion of this Agreement:

A. Types and Scope of Coverage

Coverage shall be at least as broad as:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence including products and completed operations, for bodily injury, personal and advertising injury and property damage on Insurance Services Office (ISO) Form CG 00 01 11 85 covering CGL. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident. In executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

4. Professional Liability and/or Errors and Omissions: \$1,000,000 per occurrence or claim and \$2,000,000 in the annual aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement. 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 or start of work date, Consultant must purchase

“extended reporting” coverage for a minimum of five (5) years after completion of contract work.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (as agreed to in this Agreement) before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

B. Deductible and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City, and shall not reduce the limits of liability. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its agents, officers, attorneys, employees, officials and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses related to investigations, claim administration, and defense expenses. Policies containing any self-insured retention provision shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or the City.

C. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverage:

a. The City, its officials, officers, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of this Agreement performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. It is a requirement of this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth in this Agreement shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is affords greater coverage.

b. The Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, attorneys, employees, officials and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, attorneys, employees, officials and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, officers, employees, and volunteers.

d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

2. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its agents, officers, attorneys, employees, officials, and volunteers for losses arising from work performed by the Consultant for the City.
3. **All Coverages:** Any unintentional failure to comply with reporting provisions of the policies shall not affect coverage provided to the City; and unless otherwise approved by the City, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by regular mail has been given to the City, or ten (10) days for cancellation for non-payment of premium.

D. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
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.
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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E. Suspension or Cancellation

If any of the coverages required by this Agreement should be suspended, voided, cancelled or reduced in coverage during the term of this Agreement, Consultant shall immediately notify City and replace such coverage with another policy meeting the requirements of this Agreement.

F. Subcontractors

Consultant agrees that any and all contracts with subcontractors for performance

of any matter under this Agreement shall require the subcontractors to comply with the same indemnity and insurance requirements set forth in this Agreement to the extent that they apply to the scope of the subcontractors' work. Subcontractors are to be bound to contractor and to City in the same manner and to the same extent as the Consultant is bound to City under this Agreement. Subcontractors shall further agree to include these same provisions with any sub-subcontractor. A copy of this Agreement will be furnished to the subcontractor on request. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencing any work, and will provide proof of compliance to the City.

G. Acceptability of Insurers

Without limiting Consultant's indemnification provided hereunder, the policies of insurance listed in this Agreement are to be issued by an issuer with a current A.M. Best Rating of A:V and who is authorized to transact business in the State of California, unless otherwise approved by the City.

H. Verification of Coverage

Consultant shall furnish the City with endorsements and certificates of insurance evidencing coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. Where required by statute, forms approved by the Insurance Commissioner are to be submitted. All certificates are to be received and approved by the City before work commences.

I. Survival After Termination

The provisions of this Article 10 of the Agreement shall survive the termination of this Agreement for the full period of time allowed by law.

11. MISCELLANEOUS

11.1 This Agreement shall be binding on the heirs, executors, assigns and successors of Consultant.

11.2 Neither party may assign this Agreement, or any portion hereof, without the prior written consent of the other.

11.3 This Agreement shall not be construed to alter, affect, or waive any lien or stop notice rights, which Consultant may have for the performance of services pursuant to this Agreement.

11.4 Neither party's waiver of any term, condition or covenant, or breach of any term, condition or covenant shall be construed as the waiver of any other term, condition or covenant

or waiver of the breach of any other term, condition or covenant.

11.5 This Agreement, the RFP Documents, and any attachments contains the entire Agreement between City and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both City and Consultant.

11.6 If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on City and Consultant.

11.7 This Agreement shall be governed and construed in accordance with the laws of the State of California.

11.8 The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

11.9 All changes or amendments to this Agreement must be in writing and approved by all parties.

11.10 The term of this Agreement shall commence upon execution of the Agreement and terminate as indicated herein. Any extension of the Agreement shall be mutually agreed upon in writing and shall require an amendment to the Agreement signed by both parties.

11.11 Consultant owes the City a duty of undivided loyalty in performing the work and services under this Agreement, including, but not limited to, the obligation to refrain from having economic interests and/or participating in activities that conflict with the City's interests in respect to the work and/or services and project. The Consultant shall list current clients who may have a financial interest in the outcome of this Agreement. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement. Consultant shall not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a direct or indirect financial interest other than the compensation promised by this Agreement. Consultant will immediately advise the City if Consultant learns of a financial interest of Consultant's during the term of this Agreement.

11.12 During the course of this Agreement, each Party may disclose to the other certain information which may be considered confidential by the disclosing party. ("Confidential Information"). Confidential Information shall mean any and all information or proprietary materials (in every form and media) not generally known to the public and which has been or is hereafter disclosed or made available by either Party (the "Disclosing Party") to the other Party

(the “Receiving Party”), either verbally or in writing, in connection with this Agreement, including the terms of this Agreement.

Unless otherwise required by law, and except as expressly provided in this Agreement, the Receiving Party will not use or disclose any Confidential Information of the Disclosing Party without the Disclosing Party’s prior written consent, except disclosure to and subsequent uses by the Receiving Party’s employees or consultants on a need-to-know basis, provided that each are under confidentiality obligations similar to those contained herein. The Disclosing Party’s Confidential Information may only be used by the Receiving Party for the purpose of implementing this Agreement. The Receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the Receiving Party uses to protect the Receiving Party’s own Confidential Information and trade secrets, and in no event less than reasonable care. Upon the Disclosing Party’s written request, the Receiving Party shall return or certify the destruction of all Confidential Information.

11.13 This Agreement is entered into, and to be performed in Santa Clara County, California, and any action arising out of or related to this Agreement shall be maintained in a court of appropriate jurisdiction in Santa Clara County, California.

11.14 All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws.

11.15 Consultant warrants that Consultant, its subcontractors and/or agents (if any) has/have complied with any and all federal, state, and local licensing requirements and agrees to provide proof of compliance upon request.

11.16 The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute.

12. NOTICES

Notices required under this Agreement may be delivered by first class mail addressed to the appropriate party at one of the following addresses:

CITY: City of Campbell
Attention: WooJae Kim
70 North First Street

Campbell, CA 95008

CONSULTANT: _____
Attention: _____

13. WARRANTY OF AUTHORITY.

The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

Having read and understood the foregoing Agreement, the undersigned parties execute this Agreement on the first date and year above written:

CONSULTANT

By _____

Print Name: _____

Title _____

CITY OF CAMPBELL

By _____

Title _____

Exhibit A - Scope of Services and Compensation

Exhibit A

Scope of Services and Compensation

To be completed and attached upon completion of negotiations.

Attachment: Measure O - Environmental Services RFP (Measure O - Environmental Services RFP)