



*City  
Council  
Report*

**Item:** 15  
**Category:** NEW BUSINESS  
**Meeting Date:** July 5, 2022

**TITLE:** Resolution Authorizing the Issuance of a Request for Qualifications (RFQ) for Construction Management and Inspection Services for the Civic Center Improvements, Campbell Library Renovations, Project No. 23-SS, and Authorizing the City Manager to Award Consultant Services Agreement (Resolution/Roll Call Vote)

**RECOMMENDED ACTION**

That the City Council adopt a Resolution authorizing issuance of a Request for Qualifications (RFQ) for Construction Management and Inspection Services for the Civic Center Improvements, Campbell Library Renovation (Project No. 23-SS) and authorizing the City Manager to Award a Consultant Services Agreement with the most qualified respondent.

**BACKGROUND**

In the November 2018 General Election, the City of Campbell (City) voters passed Measure O, a \$50 million general obligation (GO) bond measure to fund construction of a new, two-story Police Operations Building, removal of the existing Police Department Annex structure, upgrades to the current space occupied by the Police Department, renovation of the existing Campbell Library Building, and alteration of parking lots and pedestrian walkways within the Civic Center complex for an improved and more efficient layout (collectively, "Project").

On May 19, 2020, the City Council awarded a design services contract for the renovation of the existing Library Building (Library Renovation) to Jason Architecture. On July 2, 2021, City staff issued an Informational Update to the City Council providing design development updates for the entire Project. The updates included revisions to the schematic design for the Project as directed by the City Council. On August 17, 2021, the City Council approved the Mitigated Negative Declaration for the Project.

On May 13, 2022, City staff issued an Informational Update to the City Council providing information on the pre-qualification process staff would use prior to awarding a construction contract for the Library Renovation. This pre-qualification process would allow prospective bidders to submit financial and past project performance information that they believe would qualify them to bid on the Library Renovation. From there, staff would generate a list of qualified bidders who are eligible to submit a bid to construct the Library Renovation.

A similar but separate staff report and resolution for the Police Operations Building, Project No. 23-RR, is also included in the July 5<sup>th</sup> City Council agenda requesting authorization to issue an RFQ for construction management and inspection services; and, authorizing the City Manager to Award and Execute a Consultant Services Agreement with the most qualified respondent.

## DISCUSSION

Cities typically seek consultant services based on efficiency factors such as the local agency's staff availability for the required expertise and a project's schedule. While the City is working through the pre-qualification process for the construction of the Library Renovation, staff is also seeking the City Council's adoption of a resolution authorizing staff to issue a Request for Qualifications (RFQ) for construction management and inspection services. The RFQ will seek the services of a professional consultant that can provide expertise in multiple project management and inspection service's needs. Some of the elements of the solicited scope of services include, providing professional staff with extensive technical expertise in the areas of project management, inspections, preconstruction, oversight of building code mandated third-party inspection, review of project submittals, daily and weekly progress updates, interpretation of plans and specifications, analysis of changed conditions, development of corrective actions, negotiation/approval of change orders, material and laboratory testing, structural calculations, geotechnical investigations, risk management, program controls, utilities, cost estimating, value engineering, project schedules and critical milestones, labor compliance, building commissioning, and project close-out.

Once Council approves the issuance of the RFQ, it will be published on the QuestCDN website for approximately three weeks. Staff will evaluate and rank proposals based on a pre-determined evaluation criteria, then recommend the top two or three ranked consultants to be invited to interview with staff. At that point, the fee proposal from the highest ranked firm will be opened and the contract for services will be negotiated. If negotiations fail for any reason, the fee proposal from the next finalist in line would be opened to start a new round of negotiations. Staff will inform Council in an Informational Update Memorandum with the outcome of the selection process of the consultant. Council Informational Memoranda are included on the City's website for public review.

## PROJECT TIMELINE:

Below is a general summary of anticipated timelines for the Library Renovation project:

<b>Action</b>	<b>Milestones</b>
Council Authorizes Issuing RFQ for Consultant Services	7/5/2022
Advertise Request for Qualifications	7/6/2022
Request for Information (RFI) Deadline	7/25/2022
Respond to RFI	7/29/2022
RFQ Submittal Deadline	8/3/2022

Evaluation & Selection of Consultant, Negotiate Fees  
Execute Consultant Contract

8/19/2022  
9/30/2022

### FISCAL IMPACT

Measure O funds will be used to cover the costs of construction management and inspection services for the Library Renovation project. Up to \$500,000 has been allocated for this purpose in the City's adopted Fiscal Year 2023-2027 Capital Improvement Program.

## Abdulla Ahmed

Prepared by:

\_\_\_\_\_  
Abdulla Ahmed, Sr. Project Manager

Reviewed by:

  
\_\_\_\_\_  
Todd Capurso, Director of Public Works

Approved by:

  
\_\_\_\_\_  
Brian Loventhal, City Manager

### Attachment:

- a. Resolution
- b. Draft RFQ CM Services for Library

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CIVIC CENTER IMPROVEMENTS - CAMPBELL LIBRARY RENOVATIONS, PROJECT NO. 23-SS, AND AUTHORIZING THE CITY MANAGER TO AWARD AND EXECUTE A CONSULTANT SERVICES AGREEMENT**

**WHEREAS**, in the November 2018 General Election, the City of Campbell (City) voters passed Measure O, a \$50 million general obligation (GO) bond measure to fund construction of a new, two-story Police Operations Building, removal of the existing Police Department Annex structure, upgrades to the current space occupied by the Police Department, renovation of the existing Campbell Library Building, and alteration of parking lots and pedestrian walkways within the Civic Center complex for an improved and more efficient layout (collectively, "Project"); and

**WHEREAS**, on May 19, 2020, the City Council awarded a design services contract for the renovation of the existing Library Building (Library Renovation) to Jason Architecture; and

**WHEREAS**, on July 2, 2021, City staff issued an Informational Update to the City Council providing design development updates for the entire Project. The updates included revisions to the schematic design for the Project as directed by the City Council; and

**WHEREAS**, on August 17, 2021, the City Council approved the Mitigated Negative Declaration for the Project; and

**WHEREAS**, on May 13, 2022, City staff issued an Informational Update to the City Council providing information on the pre-qualification process staff would use prior to awarding a construction contract for the Library Renovation; and

**WHEREAS**, cities typically seek consultant services based on efficiency factors such as the local agency's staff availability for the required expertise and a project's schedule; and

**WHEREAS**, the services of a professional consultant are needed to provide expertise in project management and inspection for the construction of the Library Renovation in the areas of project management, inspections, preconstruction, oversight of building code mandated third-party inspection, review of project submittals, daily and weekly progress updates, interpretation of plans and specifications, analysis of changed conditions, development of corrective actions, negotiation/approval of change orders, material and laboratory testing, structural calculations, geotechnical investigations, risk management, program controls, utilities, cost estimating, value engineering, project schedules and critical milestones, labor compliance, building commissioning, and project close-out; and

**WHEREAS**, staff proposes to use funds from the Measure O Bond proceeds to pay for the professional construction management and inspection services; and

**WHEREAS**, staff is seeking Council’s authorization to solicit professional consultant services for the construction management and inspection services associated with the Library Renovation project.

**NOW, THEREFORE, BE IT RESOLVED** that the Public Works Director is hereby authorized to issue a Request for Qualifications (RFQ) for the construction management and inspection services as described above for the Library Renovation, Project No. 23-SS.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to award and execute a consultant services agreement for the construction management and inspection services for the Library Renovation to the most qualified respondent.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022 by the following roll call vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:

APPROVED:

\_\_\_\_\_  
Paul Resnikoff, Mayor

ATTEST:

\_\_\_\_\_  
Andrea Sanders, Acting Interim City Clerk

Attachment: Resolution (Measure O Library RFQ for Construction Management)

**CITY OF CAMPBELL**

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR CONSTRUCTION MANAGEMENT AND  
INSPECTION SERVICES**

**CAMPBELL LIBRARY RENOVATION PROJECT  
Project, 23-SS**



City of Campbell  
70 North First Street  
Campbell, CA 95008

**Proposals Due: 3:00 PM, Wednesday, August 3, 2022**

**TABLE OF CONTENTS**

**General Information ..... 1**  
**Background ..... 2**  
**Schedule of Activities ..... 3**  
**General Provisions and Requirements ..... 5**  
**RFQ Evaluation Criteria ..... 9**  
**Additional Information ..... 11**  
**Fees ..... 16**  
**Attachment 1 - Library Location ..... 17**  
**Attachment 2 - Conflict Of Interest Statement ..... 18**  
**Attachment 3 - Non-Collusion Declaration ..... 20**  
**Attachment 4 - Minimum Qualifications ..... 21**  
**Attachment 5 - References ..... 22**  
**Attachment 6 - Statement Regarding Insurance Coverage and Worker’s  
Compensation Insurance Acknowledgment Certificate ..... 24**  
**Attachment 7 - Insurance Requirements..... 25**  
**Attachment 8 - Sample Consultant Services Agreement..... 28**  
**Attachment 9 - RFQ Evaluation Sheet ..... 42**

Attachment: Draft RFQ CM Services for Library (Measure O Library RFQ for Construction Management)

### General Information

The City of Campbell is soliciting proposals from qualified consultant firms to provide construction management and inspection services for the renovation of an existing 25,000 square foot Library located at 77 Harrison Avenue (see Attachment 1). The Campbell Library is owned by the City of Campbell and operated by the Santa Clara County Library District (SCCLD). The Project is funded by Measure O Bond proceeds. The cost of construction has been estimated at \$20 million. The anticipated start of the project is January 2023 with an anticipated completion date of December 2024.

The scope of work for this Request for Qualifications (RFQ) includes, but is not limited to, construction management, daily inspections, management of day-to-day work of the construction contractor, technical review and advice, value engineering, scheduling, administration, coordination, and integration of project components, labor compliance, and safety requirements. A detailed scope of services for the project is outlined in the Scope of Services Section of this RFQ.

The Consultant, its employees, agents, representatives, and subconsultants, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the City. Subcontractors shall assume all of the rights, obligations and liabilities applicable to the Agreement as an independent contractor hereunder. The consultant represents and warrants that they (i) are 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.

The Consultant Agreement will be issued by the City of Campbell and administered by Department of Public Works. A sample of the Consultant Services Agreement is included in **Attachment 7**.

Under the direction of the City's Director of Public Works, the City's Senior Public Project Manager will supervise the construction management firm and manage this project. The City's Senior Project Manager shall be the consultant's primary contact for the City, and the consultant shall receive final direction from the City's Senior Project Manager or an authorized designee only. The selected consultant shall maintain assigned key experienced staff on the project; and any changes and/or replacement of consultant staff must be approved by the City. Consultant shall also provide all transportation and communication requirements for their own personnel.

The consultant shall maintain their key personnel throughout the entire duration of services; and shall conduct their business in a professional manner to schedule and support their personnel in providing the scope of services in a timely and professional

manner. The City must approve any key personnel changes in advance through a personnel qualifications review and an oral interview with City staff.

The City does not warrant the accuracy or completeness of its documents. The consultant shall verify all information to the consultant's professional satisfaction and note and report any discrepancies observed in the course of professional activities covered by the services. Deliverables will be submitted in electronic format (PDF) and in native document formats such as Word, Excel, AutoCAD, etc. unless otherwise specified.

### **Background**

The existing Campbell Library is a two-story, 25,000 square foot building constructed in the early 1970's. The 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 and is responsible for its operations and maintenance. The Library is open seven days a week and accommodates over 1,000 visitors daily.

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.

Some of the Measure O goals for the Library Renovation project are as follows: building code upgrades, 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.

The City has contracted with Jayson Architecture (Architect) to provide the architectural and engineering design for this Project. The construction plan, specifications, and engineer's estimate (PS&E) for the Project are currently undergoing final review by the relevant permitting agencies. In addition, the City is in the process of prequalifying contractors to submit competitive bids for the construction of the Project.

Approximately \$20 million of the Measure O Budget has been allocated to the Library Renovation project and covers the costs of design consultants, design contingency, pre-construction and permit costs, construction (library improvements and temporary library), construction contingency, inspection and testing.

### Schedule of Activities

The City reserves the right to amend the tentative project schedule as necessary.

<u>Activity</u>	<u>Dates</u>
RFQ release	July 5, 2022
Request for Information (RFI) Deadline	July 25, 2022
RFQ Submission Deadline (3:00 p.m.)	August 3, 2022
RFQ Evaluation	August 18, 2022
Execute Consultant Contract	September 30, 2022
Start of construction	Late Fall 2022 or early Spring 2023
Completion of construction	Late Fall 2024 or early Spring 2025

### Obtaining RFQ

Consultants may view and download this Request for Qualifications (RFQ) electronically for free by registering with [www.QuestCDN.com](http://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 RFQ. Once downloaded, the registered user will be entered into the Plan holder's List to be notified of any changes or addenda. Contact QuestCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for any assistance. The RFQ 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 Plan Holder's List, you must register and download the RFQ through QuestCDN. It shall be the Consultants' responsibility to check and obtain any addenda that may be issued.

The City will evaluate the consultant's qualifications and supporting documents and may conduct interviews with the consultants that demonstrate the best qualifications for the proposed services. From this evaluation and the possible interviews, the City will select a consultant and negotiate a fee for the services delineated in the RFQ. The consultant must be ready to execute the City's standard Agreement for Consultant Services (draft version is included in Attachment 7) within ten (10) days of award of the project. The proposal submitted in response to this RFQ will be included as part of the Agreement with the selected consultant.

### RFQ Submission Requirements

The RFQ responses must be received by the City no later than **3:00 p.m. Pacific Time, Wednesday, August 3, 2022**. **Submit** three (3) printed and bound copies (8 1/2"x11") and an electronic copy in PDF format on a USB drive, in a sealed envelope with the Consultant's name, address, contact person(s), and phone number, and clearly Labeled: **"Civic Center Improvements Construction Management & Inspection Services for the Campbell Library Renovation project, Project No. 23-SS"** and delivered or mailed to:

City Clerk's Office  
 Attn: Abdulla Ahmed  
 City of Campbell  
 70 N. First Street, Campbell, California 95008

Each Consultant assumes full responsibility for timely delivery of its RFQ at the required location. RFQs 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 RFQ's are invalid and will not receive consideration. No Consultant may submit more than one RFQ for the Project.

### RFQ Format

Consultants' proposals are limited to a maximum of 25 pages and should contain the following information:

1. Complete, sign, and return the attached certification in this RFQ: **Attachment 2** – *Conflict of Interest Statement*; **Attachment 3** – *Non-Collusion Declaration*; **Attachment 6** – *Statement Regarding Insurance Coverage and Worker's Compensation Insurance Acknowledgment Certificate*.
2. Cover Letter (Maximum 2 pages) giving an overview of the consultant's general expertise, experience, and ability to perform the scope of services described in this RFQ for the Campbell Library Renovation project. The cover letter shall be signed by an authorized representative of the firm. **Attachment 7** 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 Consultant.
3. Names, qualifications, and experience of proposed assigned key personnel who will be responsible for carrying out and performing the day-to-day construction management and inspections services as stipulated in this RFQ.

4. Description of at least three similar, in type, size and cost, public projects managed and inspected by your firm within the last five years, including the following:
  - a. Project Name:
  - b. Project Owner (agency):
  - c. Owner Project Manager, phone, email:
  - d. Architect/Designer:
  - e. Brief Scope of Work:
  - f. Contractor Name:
  - g. Project Budget:
  - h. Project original cost estimate:
  - i. Project Final cost:
  - j. Original Estimated Completion Date:
  - k. Actual Completion Date:
  - l. Total Change order amounts:
  
5. Cost proposal of anticipated monthly costs with estimated personnel hours per month including reimbursable expenses. Attach a schedule of fees to the cost proposal (hourly billing rates for all personnel working on this project, milage, and reimbursable expenses). The consultant's fee proposal shall be submitted in a separate sealed envelope.

## General Provisions and Requirements

### Scope of Services

The selected consultant shall provide the following professional services for the Campbell Library Renovation project, but not limited to:

- Review and conduct constructibility reviews of the 95% construction documents and engineer's cost estimates, and provide the City with all potential technical issues from a contractor's perspective.
- Provide daily inspection reports and weekly synopsis of the status of the project schedule, costs, change orders, any deviations to the approved/permitted construction plans and project schedule. Ensure compliance of construction work with construction documents.
- Complete and maintain a daily log of construction inspection reports with high-definition pictures and videos reflecting daily construction activities, contractors and subcontractors on site, equipment, weather delays and material deliveries.
- Manage and coordinate all the necessary work with a third-party special inspection service as required by Chapter 17 of the California Building Code.
- Manage and coordinate document testing and special inspections in accordance with Chapter 17 of the California Building Code, and any local ordinance; and outside agency inspections and approvals.
- Keep records of time and materials; prepare correspondence and write clear and comprehensive inspection and project reports.

- Document and take professional and clear high-resolution photos of before, during, and after of the construction work.
- Confer with the City to determine inspection standards that will be applied during construction.
- Manage and coordinate testing and inspections necessary for quality control/quality assurance and to monitor and inspect workmanship, materials, and means and methods to assure compliance with the City's contract documents, best practices, and applicable requirements. Maintain a log of all inspections.
- Provide a weekly construction update report for the City's Project Manager with emphasis on status of schedule, anticipated delays, cost increases, etc.
- Detect poor quality building material and workmanship utilizing visual inspection with knowledge of industry standards and code requirements. Review test results, read, comprehend, and detect deviations from plans and specifications by inspection. Perform and interpret results from field tests, calculate material quantities, analyze situations accurately and take effective action when required.
- Ensure contractor complies with local, state, and federal regulations (CalOSHA, Federal OSHA).
- Maintain all project construction files in a neat and organized fashion at all times with access available to City staff.
- Review and document prevailing wage and labor compliance requirements: Document prevailing wage and labor compliance issues, conduct employee interviews, review and approve certified payrolls, ensure contractor their subcontractors comply with state prevailing wage and labor requirements under direction, perform highly technical work in support of contract administration, materials testing, technical inspection and labor compliance for the construction of projects similar to the library project.
- Manage schedule and ensure timely performance and delivery of project.
- Provide schedule monitoring, prepare record drawings, Time Impact Analysis (TIA) for CPM schedule.
- Coordinate and manage project schedule milestones, critical path activities, and dependencies between tasks necessary for timely completion of the project.
- Analyze the contractor's schedule for conformance to the specifications, logic, tasks definition and duration, critical activities, float, submittal review, material procurement, and coordination with other contracts. Prepare written responses and directives. Review monthly updates including schedule, variance reports, cash flow reports, and material status reports.
- Maintain an independent schedule in order to verify the feasibility of the contractor's schedule.
- Monitor and document contractor work schedules and activities to ensure that completed work is in compliance with project plans and specifications.

- Incumbents regularly work on tasks that are varied and complex requiring considerable discretion and independent judgment.
- Assist in the public bidding process, review of the proposals, contractors' reference checks, and the recommendation of award to the lowest responsible and responsive bidder. If bids are over the cost estimate and budget, work with the design consultants to value engineer.
- Provide independent construction estimating and value engineering.
- Consultant shall endeavor to maintain a working relationship with the contractor, design teams, stakeholders, and the public on behalf of the City.
- Coordinate and interface with City staff, clients, designers, contractors, stakeholders, and the public as necessary. Scope includes coordinating the timing of work, minimizing the impacts by construction and communicate work plans to interested parties as well as responding to interested parties about the project.
- Manage, coordinate pre-construction meetings, weekly project progress meetings, preparations of meeting packets, minutes and follow-ups.
- Attend contractors' on-site safety meetings and monitor their safety performance program.
- Coordinate all work with necessary regulatory agencies and municipalities involved in the project.
- Assist City staff, designers, and environmental consultants to obtain necessary approvals from regulatory bodies.
- Oversee compliance with permits, regulations, mitigation measures and other requirements.
- Submit recommendations on construction issues that include considerations of time and budget impacts, possible compensable delays, conflicts, potential claims, and possible mitigations.
- Document unanticipated field conditions, disputes and claims in accordance with the Specifications and any applicable laws. Assist the City and design teams resolve issues and claim resolutions.
- Provide claim avoidance and claim resolutions.
- Maintain a claim file for any issue that may result in a claim for additional time or costs. The Consultant shall immediately notify the City's Project Manager of all such claims or potential claims. The claim file shall include all correspondence and meeting minutes, and shall include "what if" scenarios, schedule analysis, and recommendations for resolution.
- Find and efficiently mitigate construction document conflicts.
- Manage, process, log and track submittals, RFI's, change orders, and claims from contractors. Establish a digital record management application to be used.
- Review submittals for compliance with the construction documents. Route submittals to design teams as required and track comments and approvals to avoid delays to construction.

- Review, log and track submittals, shop drawings, Requests for Information (RFI), Contract Change Orders (CCO), Requests for Quotes (RFQ) and other documents.
- Negotiate, justify with documentation, and recommend field changes and change orders for approval or disapproval.
- Assist the City process change orders and be the lead negotiator as directed by the City.
- Assist the City in negotiating and executing field changes and change orders in the best interest of the City.
- Provide cost estimating services to verify contractors' requests for extra work, change orders and claims.
- Confirm contractors are maintaining accurate as-builts.
- Review contractor payment requests in a timely manner checking for completeness and accuracy. Recommend the City to process invoices and payments. Review contractor's progress payment requests, verify completed work and quantities, and make recommendations for correction (when deemed necessary) and approval.
- Monitor and enforce all construction-related environmental programs (stormwater pollution prevention, etc.,) and nuisance-abatement conditions (construction hours, noise, dust, etc.)
- Specific work includes coordinating the timing of work, minimizing the impacts to the library, the parking lot, ingress and egress to the site by the contractor and communicating work plans to interested parties, as well as responding to interested parties about the project.
- Coordinate project commissioning.
- The final inspection and construction closeout process consists of site walkthroughs to verify that everything has been completed in accordance with the contract documents and punch list. This means the punch list has been corrected and completed; and that submittals, lien waivers, warranties, close-out documentation, manuals, and as-builts have been turned over to the City and verified for completeness. Confirm the building is ready for its intended use or occupancy.
- Coordinate all project close-out activities including review of as-built drawings for accuracy, resolution of any warranty issues, coordination of manufacturers' training sessions, testing of all building systems, verification of punch list corrections, transition to building occupancies, and other close-out measures.

## RFQ Evaluation Criteria

The City will evaluate each RFQ 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 RFQ (10 Points)

- a. RFQ that is current, accurate, and complete in accordance with the requirements of this RFQ. The RFQ format and organization shall follow the requirements herein. RFQ's that do not include the content requirements identified within this RFQ and subsequent addenda and do not address items listed shall be considered incomplete.

### 3. Organization and Approach (20 points)

- a. Consultants must comment on the firm's ability to realistically provide the services listed in the Proposed Scope of Services as outlined in this RFQ. Indicate how your firm/team would approach the project and what specialized services or unique insights your team would bring to the project
- b. Describes familiarity of the Project and demonstrates understanding of work completed to date, if applicable, and Project objectives moving forward.
- c. 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.
- d. 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.
- e. 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.

### 4. Team's Qualifications & Experiences (20 points)

- a. Meets Minimum Qualifications as completed in **Attachment 4**.
- b. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants related to the Project.

### 5. Qualifications of Key Individuals (25 points)

- a. 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.
  - b. 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 Project. Indicate how your firm’s resources will work together to complete this Project. Identify additional resources available in your firm.
  - c. Sub-Consultants – Identify any sub-consultants your firm may 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
  - d. Team is managed by an individual(s) with appropriate experience in similar projects. This person’s time is appropriately committed to the project.
  - e. Team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
  - f. Key positions required to execute the project team’s responsibilities are appropriately staffed.
- 6. Consultant Accessibility (10 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.

**7. References (15 points)**

References (complete **Attachment 5**) – 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:

- a. Project Name:
- b. Project Owner (agency):

- c. Owner Project Manager, phone, email:
- d. Architect/Designer:
- e. Brief Scope of Work:
- f. Contractor Name:
- g. Project Budget:
- h. Project original cost estimate:
- i. Project Final cost:
- j. Original Estimated Completion Date:
- k. Actual Completion Date:
- l. Total Change order amounts:

Summary of Evaluation Criteria for determining the most qualified consultant as shown on Attachment 9.

No.	RFQ Evaluation Criteria	Possible Points
1	Conflict of Interest Statement and Non-Collusion Declaration	Pass/Fail
2	Completeness/Organization of RFQ	10
3	Organization and Approach	20
4	Team's Qualifications and Experiences	20
5	Qualification of Key Personnel	25
6	Consultant Accessibility	10
7	References	15
<b>Subtotal:</b>		<b>100</b>

### Oral Interview (if necessary)

If necessary, the top-ranking Consultants may be invited to participate in Oral Interviews for a consultant presentation and Q&A session. A Consultant will be notified of the time and place for oral interviews and if any additional information may be required to be submitted.

Following the City's determination of the firm best qualified for this work, scope of services and final terms will be negotiated, and the consultant and the City will execute the City's Standard Consultant Services Agreement (**Attachment 7**). If negotiations with the top-ranked Consultant are not successful, the City will select the next-ranked Consultant for award and negotiate the final terms of the contract.

### Additional Information

- Reservation of Rights.** The City reserves the right to accept or reject any or all RFQ's, 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 RFQ. The City also reserves the right to accept or reject any individual sub-consultant that a candidate proposes to use. This RFQ 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 Consultants. The City's standard form of consultant agreement will form the basis of the contract between the parties.

2. **Consultant's Costs.** Each Consultant responding to this RFQ 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 Consultant's sole expense. The City shall not, under any circumstances, be responsible for any cost or expense incurred by the Consultant. In addition, each Consultant acknowledges and agrees that all documentation and/or materials submitted with the RFQ shall remain the property of the City.

Consultant fees shall be negotiated and established on a time and material basis with a not to exceed amount, supported by an agreed schedule of rates and mark-up. Consultant's proposal shall include a **detailed cost breakdown of the total proposed fee, including any subconsultant work, by proposed hours and rates, broken down by task, and any additional costs anticipated to complete the project.** Progress invoices will be paid on a monthly basis related to the progress of the work.

3. **DIR Monitoring.** This Project is subject to compliance monitoring and enforcement by the DIR.
4. **Communicating with City.** If you have any questions regarding this RFQ, please contact Abdulla Ahmed, the City's Contact:

Abdulla Ahmed  
 Senior Public Works Project Manager  
 City of Campbell  
 Public Works Department  
 70 N. First Street, Campbell, California 95008  
 (408) 866-2157  
[abdullaa@campbellca.gov](mailto:abdullaa@campbellca.gov)

The City's sole point of contact for this RFQ shall be the City's contact who shall administer the RFQ process. All communications shall be submitted in writing and shall specifically reference this RFQ (identify in the subject line the Project). Only answers issued by an 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 Consultants.** The City is not responsible for the assumptions of Consultants. 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 Consultant's assumptions are reasonable or correct. The City specifically disclaims responsibility or liability for any Consultant's assumptions in developing its RFQ.
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 RFQ 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 §7920 *et seq* (2021)). Unless the information is exempt from disclosure by law, the content of any RFQ, request for explanation, or any other written communication between the City and any Consultant, 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 Consultant 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 Consultants 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 RFQ's in response to this RFQ and will not be 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 RFQ process only as set forth herein. The appeal process presented in this RFQ 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 RFQ that are apparent or reasonably should have been discovered prior to the City's receipt of RFQ's. Such appeals shall be written and hand delivered or sent via certified mail to be received by the City's contact at least fourteen (14) calendar days prior to the City's receipt of RFQ's. 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 RFQ or that could not reasonably have been discovered prior to the City's receipt of the RFQ's. 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 RFQ 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 Consultant.

The City's contact will respond to an appeal in writing within ten (10) business days of receipt, and that determination shall be final.

The appeal procedures summarized in this Section are mandatory and comprise the sole and exclusive appeal procedures for this RFQ. A Consultant'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 RFQ as described herein, a Consultant must demonstrate that an error was material and prejudicial to the Consultant's effort to become selected for participation in this Project. In other words, in order to prevail, the Consultant must demonstrate that but for the City's error, the Consultant 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 Consultant, 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 Consultant 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

Successful Consultant's response, if any, and provides the analysis to appellant and Successful Consultant; 3) within five (5) business days, appellant and Successful Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's scope of work on the Project.

## FEES

Submit a Preliminary Fee Proposal to perform consultant's Proposed Scope of Services. The Preliminary Fee Proposal shall be inclusive of all work and labor from notice to proceed through completion of the Scope of Services, including but not limited to consultant's costs for site visits and travel expenses. The Preliminary Fee Proposal should be itemized by phases and tasks, 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.

## CONTRACT REQUIREMENTS

Once the project scope and fee are negotiated, the Consultant shall execute a City of Campbell Consultant Agreement which defines basic contractual relationships with attachments that specify the scope of services, compensation schedule, and deliverable schedule. A sample City of Campbell Consultant Agreement is attached to this RFQ as "**Attachment 7**". Please note that the indemnity and insurance requirements are identified in the agreements and must be accepted without modification.

The Consultant must specifically agree, in writing, to accept the Consultant Agreement, including the City's Indemnification requirements and insurance coverage requirements, without modification, in the RFQ submission cover letter or in the RFQ. Firms failing to provide this statement shall be considered 'nonresponsive' and eliminated from further consideration.

## Business License Requirements

The consultant and their subconsultants must hold or obtain business licenses in the City of Campbell for any work within City limits.

**ATTACHMENT 1 – LIBRARY LOCATION**



**ATTACHMENT 2 - CONFLICT OF INTEREST STATEMENT**

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE CONSULTANT QUALIFICATION PACKET**

**CAMPBELL LIBRARY RENOVATIONS, PROJECT NUMBER 23-SS**

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 Consultant 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 RFQ. Consultant certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFQ is an officer or employee of the City. Through its submittal of a RFQ, Consultant 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 if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Attachment: Draft RFQ CM Services for Library (Measure O Library RFQ for Construction Management)

Furthermore, if there is reason to believe that collusion exists among the Consultants, the City may refuse to consider RFQ's 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 RFQ for the same work unless alternate RFQ's are called for. A person, firm, or corporation who has submitted a sub-proposal to a Consultant, or who has quoted prices on materials to a Consultant, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Consultants. Reasonable ground for believing that any Consultant is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Consultant is interested. If there is reason to believe that collusion exists among the Consultants, the City may refuse to consider RFQ's from participants in such collusion. Consultants shall submit as part of their RFQ documents the completed Non-Collusion Declaration provided herein as Attachment 4.

I, on behalf of the Consultant, 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].

\_\_\_\_\_  
 Consultant Name (Person, Firm, Corp.)

\_\_\_\_\_  
 Title of Authorized Representative

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Name of Authorized Representative

\_\_\_\_\_  
 City,

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Zip

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Signed)

**ATTACHMENT 3 – NON-COLLUSION DECLARATION**

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE CONSULTANT QUALIFICATION PACKET**

**CAMPBELL LIBRARY RENOVATIONS, PROJECT NUMBER 23-SS**

The undersigned declares:

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

The RFQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The RFQ 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 RFQ. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham RFQ, or to refrain from responding. All statements contained in the RFQ are true.

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: Draft RFQ CM Services for Library (Measure O Library RFQ for Construction Management)

**ATTACHMENT 4 – MINIMUM QUALIFICATIONS**

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE CONSULTANT QUALIFICATION PACKET.  
 CAMPBELL LIBRARY RENOVATIONS, PROJECT NUMBER 23-SS**

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

Projects	Owners/Clients	Description of Services	Dates Work Performed	Status

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

\_\_\_\_\_  
 Signature of Consultant

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Date

Attachment: Draft RFQ CM Services for Library (Measure O Library RFQ for Construction Management)

## ATTACHMENT 5 - REFERENCES

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE CONSULTANT QUALIFICATION PACKET**

### CAMPBELL LIBRARY RENOVATIONS, PROJECT NUMBER 23-SS

**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.**

\_\_\_\_\_  
\_\_\_\_\_

4.

_____	_____
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 Consultant performed the work listed above.

_____	_____	_____
Signature of Consultant	Name	Date

Attachment: Draft RFQ CM Services for Library (Measure O Library RFQ for Construction Management)

**ATTACHMENT 6 - STATEMENT REGARDING INSURANCE COVERAGE AND  
 WORKER'S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE**

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE  
 CONSULTANT QUALIFICATION PACKET**

**CAMPBELL LIBRARY RENOVATIONS, PROJECT NUMBER 23-SS**

CONSULTANT HEREBY CERTIFIES that the Consultant has reviewed and understands the insurance coverage requirements specified in the RFQ. Should the Consultant be awarded the contract for the Services, Consultant further certifies that the Consultant 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 Consultant 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 Consultant (Person, Firm, or Corporation)

\_\_\_\_\_  
 Signature of Consultant's Authorized Representative

\_\_\_\_\_  
 Name & Title of Authorized Representative

\_\_\_\_\_  
 Date of Signing

## ATTACHMENT 7 - 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

### CITY OF CAMPBELL

### CONSULTANT SERVICES AGREEMENT

This Agreement is entered into at Campbell, California on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF CAMPBELL** (hereinafter referred to as "City") and \_\_\_\_\_ (hereinafter referred to as "Consultant").

WHEREAS, City desires to obtain consulting services for the purpose of \_\_\_\_\_

WHEREAS, Consultant represents that it has the expertise, means, and ability to perform \_\_\_\_\_ assignment;

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, attached hereto and incorporated herein by reference, and which shall be interpreted together and in harmony with this Agreement. In the event of any conflict between Exhibit A and this Agreement, this Agreement shall govern, control, and take precedence.

1.2 Consultant's project manager will meet with the City's project coordinator 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.

1.4 In performance of this Agreement by Consultant, time will be of the essence.

1.5 Notwithstanding Section 1.4, 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 acts of God.

1.6 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.

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

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

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

1.10 The designated project manager for Consultant shall be \_\_\_\_\_.  
 The Consultant's project manager 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 officials 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. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the City, its officers, officials, directors, agents representatives, volunteers, and employees against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant's supervision or control was misclassified.

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.

## 2. DUTIES OF CITY

2.1 City shall furnish to Consultant all available and pertinent data and information requested by Consultant to facilitate the preparation of the documents called for in this Agreement. Consultant shall be entitled to reasonably rely on accuracy and completeness of such information, provided that Consultant shall make any additional investigation reasonably necessary to confirm such information and provide City prompt written notice of any known or discovered defects in such data and information.

2.2 City shall provide contract administration services. City shall notify Consultant of required administrative procedures and shall name representatives, if any, authorized to act in its behalf.

2.3 City shall review documents submitted by Consultant and shall render decisions pertaining thereto as promptly as reasonably possible.

## 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 project in an amount not to exceed \$\_, 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, and shall list labor hours by personnel classification. Said invoice shall be based on all labor and direct expense charges made for work performed on the project. Labor charges shall be in accordance with the fee schedule found in Exhibit A of this Agreement. City shall pay Consultant for services rendered and approved by the City 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 incurs other costs which are not specifically covered by the terms of this Agreement, but which are necessary for performance of Consultant's duties, 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

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. Only City's authorized representative(s) is authorized to approve changes to this Agreement on behalf of City.

3.4 In no event, will the Consultant be reimbursed for any costs or expenses at any rates that exceed the rates for set forth in the fee schedule found in Exhibit A.

3.5 Consultant agrees that the payments to Consultant specified in this Article 3 (Compensation) 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.

#### 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.

4.3 Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the City of Campbell, its officers, officials, directors, agents representatives, volunteers, and employees as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the City in writing.

4.4 If at any time, the City determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract.

#### 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. Any project-related documents and materials related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement

writing by the City, or except as otherwise provided herein. 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

6.1 Notwithstanding any other provision of this Agreement, City may terminate this Agreement at any time, with or without cause, in its sole discretion, by giving notice in writing to Consultant not less than calendar days prior to an effective termination date. In the event of such termination, Consultant shall have the right and obligation to immediately assemble the work then in progress for the purpose of completing the work and turning over all materials and documents to City.

6.2 In the event of such termination, Consultant shall be compensated for all work and services performed to the point of termination in accordance with the payment provisions set forth in Section 3.1, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.

6.3 Upon notice of termination by City, the Consultant will immediately act to not incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. All finished or unfinished work or documents procured or produced under the Agreement will become property of the City upon the termination date. In the event of Consultant's failure to perform pursuant to the Agreement, the City reserves the right to obtain services elsewhere and Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the City. Termination of the Agreement pursuant to this paragraph shall not relieve the Consultant of any liability to City for additional costs, expenses, or damages sustained by City due to failure of the Consultant to perform pursuant to the Agreement. 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. After the effective date of termination, Consultant will have no further claims against the City under the Agreement. No other compensation will be payable for anticipated profit on unperformed services.

## 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 three years following acceptance of the final study.

## 8. EQUAL EMPLOYMENT OPPORTUNITY

Consultant agrees to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, handicap, sexual orientation, marital status, medical condition, disability, ancestry, organizational affiliation, military or veteran status, 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. City requires Consultant to comply with all applicable Federal and State and local equal employment opportunity laws and regulations.

## 9. INSURANCE AND 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, and employees to the fullest extent allowed by law from any and all claims, actions, causes of action, damages, liabilities and losses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, except for any claims, actions, causes of action, losses, damages or liabilities proximately caused by the sole negligence or willful misconduct of City. City shall not be liable for acts of Consultant in performing services described herein. Notwithstanding anything in this paragraph to the contrary, any defense costs charged to the design professional under this paragraph shall not exceed the design professional's proportionate percentage of fault, 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.

With respect to all matters other than those covered by the foregoing paragraph, Consultant agrees to indemnify, defend (with counsel reasonably satisfactory to the City) and hold harmless the City, its officers, officials, directors, agents representatives, volunteers, and employees to the fullest extent allowed by law from and against any and all claims, actions, causes of action, losses, damages, liabilities and costs of every nature, including attorneys' fees and costs (collectively, "Losses") 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. City shall not be liable for acts of Consultant in performing services described herein.

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

contract 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.

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.

9.2 Consultant shall maintain insurance conforming to the following specifications to the fullest amount allowed by law for a minimum of three (3) years following the termination or completion of this Agreement:

**A. Types of Coverage**

The policies shall afford the following types of coverage:

1. Commercial General Liability;
2. Automotive;
3. Workers' Compensation and Employer Liability; and
4. Professional Liability and/or Errors and Omissions

**B. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. For Commercial General Liability: Insurance Services Office (ISO) CGL Form 00 01 11 85; and
2. For Automotive Liability: ISO CA 00 01 06 92 including symbol 1(any auto); and
3. For Workers' Compensation: insurance as required by the Labor Code of the State of California and Employer's Liability insurance; and
4. For Professional Liability and/or Errors and Omissions: insurance covering negligence committed by or on behalf of Consultant in rendering services to City.

### C. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily, personal injury and property damage. 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.

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. The Worker's Compensation policy must be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.

4. Professional Liability and/or Errors and Omissions: \$1,000,000 per claim and \$2,000,000 in the annual aggregate.

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.

### D. 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.

### E. 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 agents, officers, attorneys, employees, officials 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 agents, officers, attorneys, employees, officials, 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.

## **F. 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.

## **G. 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.

## **H. Acceptability of Insurers**

Without limiting Consultant's indemnification provided hereunder, the policies of insurance listed in Article 9.2 of 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.

## **I. 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.

## **J. Special Risks/Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and provide notice to Consultant.

## **10. MISCELLANEOUS**

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

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

10.3 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.

10.4 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.

10.5 This Agreement 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.

10.6 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.

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

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

10.9 The initial contract term shall commence upon execution of the contract by the City and shall be for a year period, unless terminated sooner in accordance with the contract. Any extension of the Agreement shall be mutually agreed upon in writing and shall require an amendment to the Agreement signed by both parties.

10.10 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.

10.11 City is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Consultant’s proprietary information is contained in documents or information submitted to City, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information “Confidential and Proprietary,” and identify the specific lines containing the information. In the event of a request for such information, City will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the City is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the City is required to respond to the CPRA request, City may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold City harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney’s fees) that may result from denial by City of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

10.12 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party 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. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation based on City’s sole discretion.

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

10.14 Consultant warrants that Consultant, its subcontractors and/or agents (if any) has/have complied with any and all federal, state, and local licensing requirements

10.15 Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

10.16 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.

10.17 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.

10.18 This Agreement may be executed in 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. **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 of Campbell  
Attention:  
70 North First Street  
Campbell, CA 95008

CONSULTANT:

Attention:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[SIGNATURES ON FOLLOWING PAGE]**

CITY:

Request for Qualifications  
Construction Management  
and Inspection Services  
Campbell Library Renovation Project  
Page 41

Having read and understood the foregoing Agreement, the undersigned parties agree to be bound hereby:

**CONSULTANT CITY OF CAMPBELL**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
City Attorney

SAMPLE

Attachment: Draft RFQ CM Services for Library (Measure O Library RFQ for Construction Management)

Exhibit A - Scope of Services and Fees



## ATTACHMENT 9 - RFQ EVALUATION SHEET CAMPBELL LIBRARY RENOVATIONS PROJECT 23-SS

Proposal from: \_\_\_\_\_

No.	Proposal Evaluation Criteria	Maximum Points	Scored Points	Remarks
1.	Conflict of Interest Statement and Non-Collusion Declaration ( <i>Attachments 2 &amp; 3</i> )	Pass/Fail		
2.	Completeness/Organization of Proposal ( <i>including format and content requirements</i> )	5		
3.	Organization and Approach ( <i>Consultant's fit for the Project; experience with public sector projects; team's resources; good understanding of the Project and its objectives; and Consultant's project approach</i> )	20		
4.	Team's Qualifications and Experiences ( <i>Meets Min. Qualifications; and Consultant's relevant, technical experience and expertise</i> )	20		
5.	Consultant's Qualification of Key Individuals ( <i>Project Manager and team member's appropriate experience and qualifications</i> )	20		
6.	Scope of Services to be Provided	15		
7.	Consultant's Accessibility	5		
8.	References ( <i>Reference check to be conducted by City staff – Attachment 5</i> )	15		
	<b>TOTAL</b>	<b>100</b>		

\_\_\_\_\_  
 Evaluator Name

\_\_\_\_\_  
 Date