

RESOLUTION NO. 13184

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR
CONSULTANT SERVICES FOR THE HAMILTON AVENUE/HIGHWAY 17 BICYCLE
OVERCROSSING FEASIBILITY STUDY, APPROVING A CONSULTANT SERVICES
AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH THE SELECTED DESIGN CONSULTANT IN AN AMOUNT NOT
TO EXCEED \$260,000**

WHEREAS, on February 7, 2023, the City Council adopted Resolution No. 12935 authorizing the Public Works Director to submit a 2016 Measure B Bicycle & Pedestrian Planning Studies Competitive Grant Program grant application for the Hamilton Avenue/Highway 17 Bicycle Overcrossing Study; and

WHEREAS, on June 1, 2023, the Santa Clara Valley Transportation Authority (VTA) Board approved a recommended project list for the 2016 Measure B Bicycle & Pedestrian Planning Studies Competitive Grant Program call for projects for Fiscal Year (FY) 2022 to FY2023; and

WHEREAS, this list included the Hamilton Avenue/Highway 17 Bicycle Overcrossing Feasibility Study; and

WHEREAS, on January 22, 2024, the City Council adopted Resolution No. 13101 approving a funding agreement and authorizing the City Manager to execute the agreement; and

WHEREAS, on January 22, 2024, the City Council approved the utilization of ARPA funds in the amount of \$114,000 to serve as the local match for the grant agreement; and

WHEREAS, on April 5, 2024, a VTA funding agreement between the City and VTA was executed for this project; and

WHEREAS, the Hamilton Avenue/Highway 17 Bicycle Overcrossing Planning Study would evaluate how best to improve bicycle and pedestrian mobility across State Route 17 near the existing Hamilton Avenue Bridge; and

WHEREAS, the goal of the study would be to develop feasible alternatives, assess the impacts of each alternative, and determine a preferred alternative to carry forward to final design; and

WHEREAS, the project would study existing bicycle and pedestrian facilities along Hamilton Avenue, bicycle and pedestrian travel patterns, surrounding context and planning efforts, alternative alignments, impacts to utilities and right-of-way, environmental impacts, structural and geotechnical constraints, recommended preferred alignment, and preliminary project cost estimates; and

WHEREAS, consultant services are needed to provide technical expertise in areas such as feasibility studies of bicycle and pedestrian overcrossings; alternatives analysis of transportation facilities; civil and structural engineering; and, Caltrans standards, processes, and policies; and

WHEREAS, the consultant must be skilled in public engagement and preparing conceptual plans and planning-level cost estimates; and

WHEREAS, the cost of consultant services is estimated at \$240,000; and

WHEREAS, to avoid delays to the design phase, staff is also requesting City Council to approve the agreement and authorize the City Manager to enter into a consultant services agreement with the most qualified respondent; and

WHEREAS, the City has secured \$266,000 in Measure B funds and the City Council authorized an additional \$114,000 in American Rescue Plan Act (ARPA) funds as a local contribution; and

WHEREAS, this total amount of \$380,000 is sufficient to cover the cost of consultant services and staff costs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Campbell that the Public Works Director is hereby authorized to issue a Request for Proposals for consultant services for preparing the Hamilton Avenue/Highway 17 Bicycle Overcrossing Feasibility Study; and

BE IT FURTHER RESOLVED that the City Council approves the consultant services agreement and authorizes the City Manager to execute an agreement with the selected design consultant in an amount not to exceed \$260,000.

PASSED AND ADOPTED this 16th day of July, 2024, by the following roll call vote:

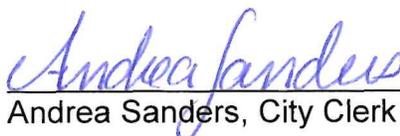
AYES: Councilmembers: Bybee, Furtado, Scozzola, Lopez, Landry

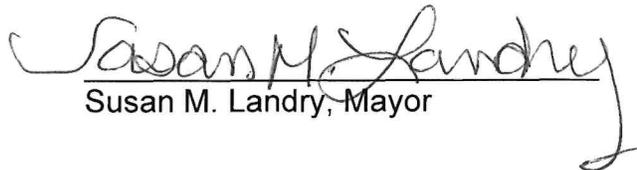
NOES: Councilmembers: None

ABSENT: Councilmembers: None

APPROVED:

ATTEST:


Andrea Sanders, City Clerk


Susan M. Landry, Mayor



July 17, 2024

**Request for Proposals
Hamilton Avenue-State Route 17 Bicycle Overcrossing Feasibility
Study (Project 24-YY)**

Proposals Due: 3:00 p.m., Tuesday, August 13, 2024

Overview

The City of Campbell is pleased to announce a request for proposals (RFP) to provide consultant services for the Hamilton Avenue/State Route 17 Bicycle Overcrossing Feasibility Study (Project 24-YY). The project would evaluate how best to improve bicycle and pedestrian mobility across State Route (SR) 17 near the existing Hamilton Avenue bridge. The goal of the study would be to develop feasible alternatives, assess the impacts of each alternative, and determine a preferred alternative to carry forward to final design.

The selected consultant will be responsible for evaluating existing bicycle and pedestrian facilities along Hamilton Avenue, bicycle and pedestrian travel patterns, surrounding context and planning efforts, alternative alignments, impacts to utilities and right-of-way, environmental impacts, and structural and geotechnical constraints. Based on study findings, the selected firm shall recommend preferred alignment, and preliminary project cost estimates.

The study will involve coordination with the City Council, Campbell Bicycle and Pedestrian Advisory Committee (BPAC), Caltrans, VTA, Campbell residents, and other stakeholders.

Assume an available budget of \$240,000 when determining the level of effort needed in responding to this RFP. The selected firm will be responsible for developing alternate alignment scenarios, recommendations, and a summary report that ultimately recommend a preferred alignment and preliminary cost estimate that will provide input for the Hamilton Avenue Precise Plan.

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Hamilton Avenue-State Route 17 Bicycle Overcrossing Feasibility Study

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Background

This study is being funded through a grant from the VTA's 2016 Measure B Bicycle & Pedestrian Planning Studies Grant Program. This program gives priority to projects that connect to schools, transit, and employment centers; fills gaps in the existing bike and pedestrian network; safely cross barriers to mobility; and, make walking or biking safer and more convenient. The program supports planning activities that will lead to capital project development of projects included in the 2016 Measure B ballot measure.

There are currently three east-west corridors that cross State Route 17: Hamilton Avenue, Campbell Avenue, and San Tomas Expressway. The Hamilton Avenue/State Route 17 interchange provides an uncomfortable high-stress environment through which to cross over State Route 17. Hamilton Avenue has high-volume, high-speed traffic traveling onto and off freeway on-ramps. Hamilton Avenue east of Salmar Avenue has no bicycle signs and markings and no shoulders. Bicyclists currently share lanes with motor vehicles or ride/walk their bikes on the sidewalk. Hamilton Avenue would benefit from improvements to reduce or eliminate conflicts between motorists and bicyclists potentially with a separated facility.

Planning Documents

Countywide Bicycle Plan (2018). The City adopted the Countywide Bicycle Plan as its bicycle plan. This plan identifies locations called Across Barrier Connections (ABCs) which are “problem spots” where improvements are needed to close gaps in the County's bicycle network. ABCs are sorted into three categories. Category 2, Unfriendly Freeway Interchanges, are freeway interchanges with free on/off-ramps or no bicycle lane or shoulder. The Hamilton Avenue crossing over SR 17 is identified as Category 2 Across Barrier Connection—Unfriendly Freeway Interchanges, No. BP4.

Bascom Avenue Complete Streets Corridor Study (2020). VTA's Bascom Avenue Complete Streets Phase 1 Project is currently being designed. The Phase 1 corridor extends between Interstate 880 near Hedding Street and Hamilton Avenue. This project will decrease Bascom Avenue from three lanes per direction to two lanes per direction and add Class IV bike lanes separated from traffic lanes by raised islands. VTA has secured grant funds for the construction phase of this project.

In the future, Phase 2 would have major changes to the Hamilton Avenue/Bascom Avenue intersection geometry and traffic signal design. The pork-chop islands would be removed and the corner radii would be tightened. Phase 2 is mentioned in VTA's [Bascom Corridor Complete Streets Study](#) but there is no funding yet for a design project. The [Bascom Corridor Complete Streets Study](#) provides preliminary concept drawings for the Hamilton Avenue/Bascom Avenue intersection.

Envision Campbell (2023). [Envision Campbell](#), the City's recently adopted General Plan Update, includes Hamilton Avenue in its Bikeways Map. Goal T-1 states, “Create a

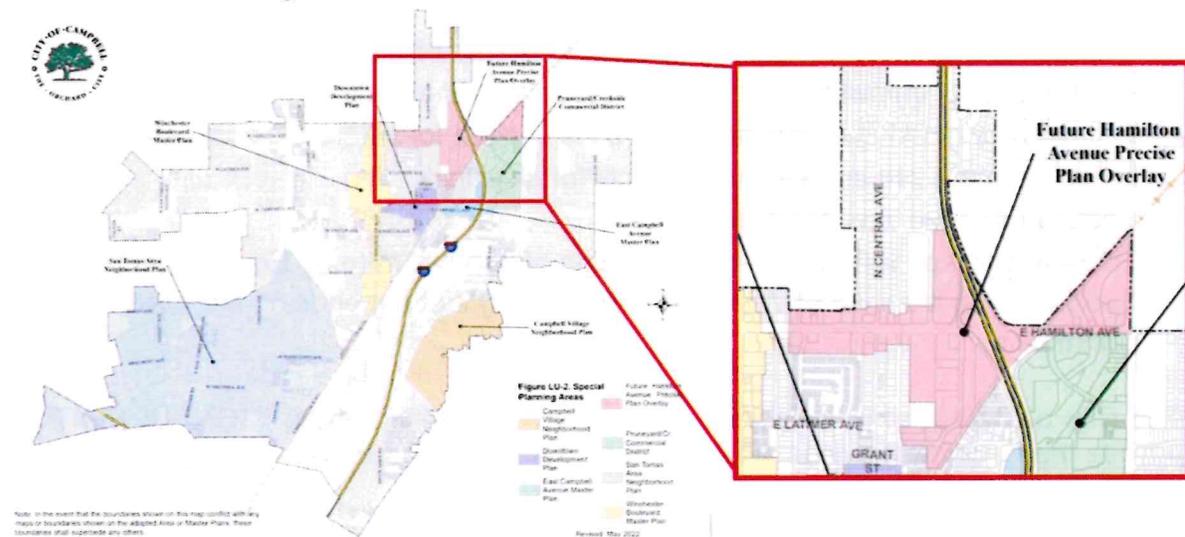
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Complete Streets network that accommodates all users.” Policy T-1.2 says, “Implement best practices to improve the pedestrian and bicycle environment.” Action T-1.h says, “Improve pedestrian and bicycle access to bus and light rail stations when evaluating opportunities with new development proposals and capital improvement projects. In cooperation with VTA, evaluate transit-waiting environments to improve convenience and comfort.”

Hamilton Avenue Precise Plan

Goal LU-9 of Envision Campbell states, “Facilitate the transition of the Hamilton Avenue area into a vibrant, transit-oriented, mixed-use district with safe and convenient multimodal connectivity.” The City of Campbell aims to implement this goal by through the preparation and adoption of a Precise Plan for the Hamilton Avenue area (see [Hamilton Avenue Precise Plan Overview](#)) as follows:

- **LU-9.a: Prepare and adopt a Precise Plan for the Hamilton Avenue area shown on Figure LU-2.**



The City of Campbell has secured a planning grant from the Metropolitan Transportation Commission (MTC) to achieve the following key objectives: 1) identify preferred transportation improvements to occur in the Hamilton Avenue Precise Plan area as well as in its immediate vicinity with a focus on providing for better east-west connectivity across SR 17 for bicycles and pedestrians, including potential development of a new bridge and improved streetscape standards; 2) identify preferred gateway and architectural design features to occur at major roadway intersections within Precise Plan boundary as well as in its immediate vicinity; 3) identify options to amend the Precise Plan boundary to account for preferred transportation improvement and gateway and architectural design features; 4) analyze and consider policy changes consistent with MTC’s Transit-Oriented Communities (TOC) Policies within the plan area; 5) partially design preferred transportation improvements and gateway features at a sufficient level

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of detail to produce accurate cost estimates; 6) accurately assess and appropriately assign costs associated with transportation improvements and gateway features through the development of impact fees based on the partial design plans and feasible build-out potential of the area; and 7) evaluate the environmental impacts of the project.

The Hamilton Avenue-State Route 17 Bicycle Overcrossing Feasibility Study will provide the Hamilton Avenue Precise Plan with the conceptual design and planning-level cost estimate of the preferred, feasible alternative for the proposed bicycle overcrossing. Since the feasibility study and Precise Plan will most likely have concurrent timelines, coordination between the Feasibility Study and Precise Plan efforts will be critical to complete services by April 2026 as outlined in the preliminary schedule of the Precise Plan.

Initial BPAC Feedback

On January 19, 2023, the Campbell BPAC expressed the following concerns and comments regarding Hamilton Avenue over State Route 17.

- The lack of bike facilities (e.g., markings, dedicated bike lanes) makes Hamilton Avenue a loud, uninviting, and unsafe nightmare for bicyclists.
- Without bike markings, Hamilton Avenue is unclear for where bicyclists should travel.
- Freeway ramps present serious conflicts for bicyclists.
- Hamilton Avenue was designed for cars.
- There is an issue with equity for the portion of population (e.g., Equity Priority Community to the west of Winchester Boulevard) that depends on bicycling for commuting.

The City of Campbell is soliciting proposals from qualified firms, "CONSULTANT", to provide the following services, as necessary, but not limited to:

- Project Management
- Records Research and Best Practices
- Public Engagement
- Stakeholder Interviews
- Alternatives Analysis
- Draft Feasibility Study
- Final Feasibility Study.

Minimum Qualifications

A highly qualified team will consist of Professional Civil Engineers and Transportation Engineers with experience in evaluating the feasibility of and designing bicycle overcrossings. The prime CONSULTANT shall have at least five (5) years of experience

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in these activities. Knowledge and experience with Caltrans design standards and guidelines, policies, and processes are essential. The CONSULTANT should have expertise in civil and transportation engineering design, geometric design, alternatives analysis of bicycle and pedestrian overcrossings over Caltrans facilities, and public engagement.

Scope of Services

The CONSULTANT shall comply with all insurance requirements of the City of Campbell, included in the sample agreement in Attachment 5.

Amendments to the agreement will be required to modify the terms of the original agreement for changes such as extra time, added work, or increased costs and must be made prior to expiration of the original agreement.

The overall work effort will be a collaboration between City staff and CONSULTANT. The project will be structured into the following primary tasks:

1. Project Management – The CONSULTANT shall be responsible for project management activities throughout the life of the agreement and the scope of activities which include but are not limited to, coordinating and being responsible for managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City of Campbell and subconsultant(s), and preparing all submissions to the City of Campbell.

The CONSULTANT will provide support for the following meetings over the course of the project:

- Kick-off meeting (1)
- Coordination meetings with City staff (as proposed by the CONSULTANT)
- Bicycle and Pedestrian Advisory Committee meeting (1 minimum)
- City Council adoption meeting (1 minimum)

The CONSULTANT will attend all meetings, take meeting notes, submit meeting summaries, provide draft materials and presentations two weeks in advance of meetings, schedule monthly calls/meetings, and submit monthly invoices.

The kick-off meeting will be held with City staff to:

- a. Introduce City Staff to the CONSULTANT Team
- b. Review objectives of the project
- c. Review scope of services
- d. Confirm project areas/boundaries
- e. Collect available data and published material
- f. Review project schedule
- g. Establish communication channels
- h. Review and list all applicable design and planning standards

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2. Records Research and Best Practices – Research all information pertinent to the project including but not limited to existing field conditions, as-built plans and record drawings, right-of-way data and all future improvement plans adjacent to or affecting the project site. The selected CONSULTANT shall identify all existing and proposed infrastructure projects that may influence current and future travelers on Hamilton Avenue over State Route 17.
3. Public Engagement - Public engagement will be an important component of the study. The City wishes to engage various groups including the disabled, elderly, children, and the Equity Priority Communities (EPCs) that use Hamilton Avenue over Highway 17. The public should participate in establishing evaluation criteria for alternatives and feedback on alternatives and proposed alignments. The CONSULTANT shall suggest creative means of engaging the public efficiently and effectively.
4. Stakeholder Interviews – The CONSULTANT shall arrange meetings to interview various stakeholders concerning vision of the bicycle overcrossing, feedback on priorities, and constraints. Besides other public agencies, the CONSULTANT shall consider other stakeholders including the Campbell Bicycle and Pedestrian Advisory Committee (BPAC).
5. Alternatives Analysis - The CONSULTANT shall perform professional planning analysis to determine alternate alignment scenarios with cross-sections for this project from Salmar Avenue to Creekside Way. The engineering conclusions leading to the preferred alignment and design should be documented in a final report which will also include planning level cost estimates. Based on information collected from engineering surveys and public engagement, the CONSULTANT shall prepare at least three preliminary alternatives in terms of factors such as horizontal and vertical alignments, physical obstructions, practicality, understanding of Caltrans design policies, best practices in bicycle planning and design, and constructability. The CONSULTANT is encouraged to include additional factors as appropriate.

A complete layout based upon results of the alternatives analysis and consisting of 20-scale plan view and 10-scale cross section exhibits, shall be prepared using City Standard 22" x 34" Border and Title Block and submitted to the City for review for each of the alternative. Plan view and cross section exhibits shall provide geometric design, including dimensions of striping and sign enhancements, crosswalk enhancements, traffic control devices, curb, gutter, and sidewalk extensions, and transition areas.

In addition, the CONSULTANT shall be responsible for the following:

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- Presentation of alternatives to the City’s Bicycle and Pedestrian Advisory Committee at their regular meeting.
 - Refinement of alternatives based on City staff input.
 - Evaluation and recommendation of a preferred alternative.
 - Presentation of preferred alternative to the City Council at its regular meeting.
6. Draft Feasibility Study – CONSULTANT will develop draft feasibility study for City review. CONSULTANT will provide an outline prior to developing the full draft document and should plan for two to three rounds of revisions to the draft study. The draft feasibility study shall include, but shall not be limited to, the following sections and high-quality images:
- Introduction
 - Existing Conditions
 - Review/Discussion of relevant planning documents
 - Summary of Public Engagement
 - Alternatives Analysis
7. Final Feasibility Study – Based on comments generated from the City’s review of the Draft Feasibility Study, CONSULTANT shall finalize the feasibility study based on City input and will present this final plan to Council for approval.

Deliverable Schedule

Draft Feasibility Study: October 2025

Final Feasibility Study: November 2025

For fee proposal purposes, the CONSULTANT should assume the available budget is approximately \$240,000. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately.

Submission Requirements and Proposal Format

The City Clerk’s Office will be accepting all proposals electronically. Proposals shall be submitted via email to RFP@campbellca.gov with subject line “Hamilton Avenue/State

The cost proposal is to be submitted in a separate email from the proposal to RFP@campbellca.gov, with subject line “Hamilton Avenue/State Route 17 Bicycle Overcrossing Feasibility Study (Project 24-YY) - Cost Proposal”.

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Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the CONSULTANT.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the CONSULTANT. To be considered, however, the modified proposal must be received prior to **3:00 P.M., August 13, 2024**.

Questions related to this RFP shall be submitted in writing via Quest/CDN website. Questions shall be submitted by **5:00 P.M., August 2, 2024**.

Responses to questions will be posted to the Quest/CDN website by **August 8, 2024**.

Proposals submitted in response to this RFP will be used as a basis for selecting the CONSULTANT and will be evaluated and ranked according to the criteria provided.

Addenda to this RFP, if issued, will be posted on the Quest/CDN website and all firms who have downloaded the RFP from the Quest/CDN website will be notified of the addenda. It shall be the proposer's responsibility to ensure any additional information and/or addenda are incorporated into the proposal.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective CONSULTANT will be considered nonresponsive and rejected.

Proposals shall be organized in the order described and should include the following information:

TAB A: Cover Letter

Provide a cover letter (maximum 2 pages) signed by an authorized representative of the CONSULTANT giving an overview of the CONSULTANT's general expertise, experience, and approach to performing the scope of services described in this RFP. Include specific and direct contact information for the CONSULTANT. Cover letter shall be signed by an officer of the firm, binding the firm to all the commitments made in the submittal.

TAB B: Insurance Coverage

Identify carriers, A.M. Best ratings, types and limits of insurance carried by your firm. See Attachment 5 – Sample Consultant Agreement for minimum coverage requirements for general liability, automobile liability, professional liability, and worker's compensation.

TAB C: EXPERTISE – KEY PERSONNEL RESUMES

Provide up to six (6) resumes, up to one (1) page in length per resume, for lead personnel that will perform work listed in this RFP. Please submit resumes of only those individuals who will be assigned to work on the project.

Each resume shall include previous project experience and project descriptions (including duration and location) while highlighting relevant qualifications and specific role/responsibility that clearly demonstrates the key team member's expertise in the delivery of a similar feasibility study or design project.

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

TAB D: EXPERTISE – ORGANIZATION CHART

Provide an organizational chart of the CONSULTANT, up to one (1) page in length, identifying name of staff and title, any partner or subconsultant relationships and additional resources available to complete services described in this RFP.

TAB E: EXPERTISE – PROPOSED SUBCONSULTANT LISTING

Identify all subconsultants, if used. Include resumes of key individuals who will be directly involved in this project, and briefly describe any past involvement in joint projects with these subconsultants. Indicate why the subconsultant has been selected to work on the project team. Indicate how the CONSULTANT will ensure quality control and coordination of documents between the CONSULTANT and the subconsultants.

TAB F: EXPERIENCE – PLANNING/FEASIBILITY STUDIES

Present a description of your firm's past performance on similar projects, emphasizing projects of similar scope and budget. Include the project name, location, client reference's name and contact phone number, scope of work, list of services provided, description of the project's objective and outcome, and date completed. Also include key team personnel involved, schedule, and budget performance.

TAB G: EXPERIENCE – REFERENCES

A minimum of three current references from past projects (of similar size and scope) completed by the proposed project manager and/or project team should be provided. Please provide the following information for each reference. All references must contain relevant projects completed within the past 5 years.

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Firm, Owner, or Agency Name
Project Objective
Project Description
Project Outcome
List of Services Provided
Contract Amount
Contact Person (Name and Title)
Address
Telephone Number
Email Address
Date Completed

TAB H: APPROACH – REVIEW OF SCOPE OF SERVICES

Briefly discuss your firm’s vision for the project and what would make the firm the best qualified for this particular project. CONSULTANT must comment on the firm’s ability to provide the services listed in the Scope of Work outlined above. Provide comments, and suggest modifications, changes and/or additions as appropriate. Indicate how your firm/team would approach the project and what specialized services or unique insights you feel your team would bring to the project. Provide examples of your team’s vision and approach for this project. Describe critical engineering design issues associated with the project and how they will be addressed.

A scope of work should be prepared detailing all services to be provided. The scope of work should describe each step in the overall preparation, design, analysis, and completion of the work as well as the deliverables for each phase of work. Identify any assumptions and/or exclusions used in preparation of the scope of work and associated fee estimate.

The CONSULTANT will be responsible for providing all services and work to complete the project, including gathering and analyzing all information, data, and requirements. If subconsultants are to be used, the CONSULTANT must include in the Proposal a description of the work to be performed by the subconsultants.

TAB I: APPROACH – PRELIMINARY PROJECT SCHEDULE

The CONSULTANT shall provide a schedule including deliverables for performing the tasks identified in the scope of work. The schedule should list all tasks indicating the start date and length of time for the completion of the task. Functions carried out by a subconsultant(s) should be clearly indicated.

Review the City’s preliminary project schedule (Attachment 4) and provide comments, suggested modifications, changes and/or additions as appropriate. Add any significant milestone dates necessary to complete all tasks. Indicate

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resources that will be allocated to each major task category to meet this schedule and discuss your firm's flexibility and record in "catching up" if milestone dates are not met. Discuss your firm's commitments to other projects in the time frame coinciding with this project.

TAB J: Fee Proposal

Submit a fee proposal in a separate sealed envelope. The fee proposal should itemize the fee for each task, showing the estimated hours of each staff member assigned and the associated fee for that staff member or subconsultant. Also, provide hourly rate schedules for all key project staff, including subconsultants.

TAB K: Conflict of Interest Statement

CONSULTANT shall submit a Conflict of Interest Statement including the following:

- Disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of the contract or the construction project.
- List current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.

Addenda

Addenda to this RFP, if issued, will be posted to Quest CDN at:
<https://www.questcdn.com/>

You may download the digital plan documents for free by selecting Request on the QuestCDN Page and input the Quest Request #9180191. It shall be the CONSULTANT's responsibility to check the Quest CDN website to obtain any addenda that may be issued.

Proposal Evaluation Criteria

Completeness/Organization of Proposal

A Proposal that is current, accurate and completed in accordance with the requirements of this RFP. The Proposal hard copies shall be organized with clearly labeled tabs separating each section.

Evaluation Process

All proposals will be evaluated by a City Selection Committee (Committee). The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposals. The evaluation of the proposals shall be within the sole

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judgment and discretion of the Committee. All contacts during the evaluation phase shall be made through the City Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFP.

The selection process will include oral interviews. The CONSULTANT will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

Interviews will consist of a presentation by the team as well as a Q&A period where the team will respond to panel questions. The presentation by the team should convey an understanding of the project, communication skills, ability for innovative ideas, identification of critical issues and solutions. The questions posed by the panel will relate both to evaluation criteria presented in the RFP as well as the team's presentation.

Using the Evaluation Criteria, each member of the Committee will independently evaluate each submission and will score the Proposal according to the evaluation criteria. A CONSULTANT's numerical score will be the average of the numerical scores given by the members of the Committee for that CONSULTANT. The Proposals will be ranked from highest to lowest based on their respective numerical scores.

Upon completion of the evaluation and selection process, only the cost proposal from the most qualified CONSULTANT will be opened to begin cost negotiations. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Each member of the evaluation panel will independently evaluate each Proposal using a 100-point system. Points will be assigned based on the following criteria and criteria weights:

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Evaluation Criteria	Possible Points
Completeness/Organization of Proposal	5
Technical Evaluation Criteria	
Expertise – Key Personnel Resumes Organization Chart Proposed Subconsultant Listing	20
Experience – Feasibility Study or Design Projects References	25
Approach – Review of Scope of Services Preliminary Project Schedule	25
Conflict of Interest Statement	Pass/Fail
Local Presence*	5
Subtotal:	80

*Local Presence is defined as the lead CONSULTANT having an office in Santa Clara County with at least one employee.

Evaluation Criteria	Possible Points
Interview Evaluation Criteria	
Presentation by Team	10
Q&A Response to Panel Questions	10
Subtotal:	20
Total:	100

Interviews are tentatively scheduled to take place the week of September 9, 2024, at Campbell City Hall, 70 N. First Street Campbell, California.

Following the City's determination of the firm best qualified for this work, final terms will be negotiated, and the CONSULTANT and the City will execute the City's standard

The proposed schedule is as follows:

RFP Proposals Due	August 13, 2024
Consultant Interviews	week of September 9, 2024 (tentative)
Notice to Proceed	week of November 4, 2024 (tentative)

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Additional Information

The City reserves the right to accept or reject any or all Proposals, or to alter the selection process if warranted, to postpone the selection process for its own convenience at any time, and to waive any defects in the Request for Proposals. The City also reserves the right to accept or reject any individual subconsultant that a candidate proposes to use.

This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the proposers. The City's standard form of consultant agreement will form the basis of the contract between the parties.

Each proposer responding to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the proposer's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the candidate. In addition, each proposer acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the City.

The prospective CONSULTANT is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City of Campbell.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

Attachments:

The following attachments are incorporated into the Request for Proposals:

- Attachment 1 Preliminary Schedule
- Attachment 2 Consultant Services Agreement Sample

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Attachment 1

**Hamilton Avenue/Highway 17 Bicycle Overcrossing
Feasibility Study
Preliminary Schedule**

Item Description	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
Task 1 - Project Management and Coordination	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 2 - Records Research & Best Practices		█	█	█											
Task 3 - Public Engagement						█		█			█				
Task 4 - Stakeholder Interviews					█		█					█			
Task 5 - Alternatives Analysis					█	█	█	█							
Task 6 - Draft Feasibility Study									█	█	█	█			
Task 7 - Final Feasibility Study													█	█	

**Request For Proposals
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Attachment 2

CITY OF CAMPBELL

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into at Campbell, California on the _____ day of _____, 2024, 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 said Inspection Services.

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

I. 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 ABS, 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 not to exceed total amount specified in this Article 3 (Compensation) shall not be exceeded, unless authorized by written contract amendment or change order, approved and executed by the City. Consultant shall obtain prior written approval for a revised fee schedule from the City before exceeding such fee schedule. 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 in 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 ~~thirty (30)~~ 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. I, 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(6), 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 I(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:

I. 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:

I. 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. DISPUTE RESOLUTION

11.1 In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand **with** each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

12. NOTICES

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

CITY: City of Campbell
70 North First Street
Campbell, CA 95008
Attn:

CONSULTANT: _____

[SIGNATURES ON FOLLOWING PAGE]

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

CONSULTANT

CITY OF CAMPBELL

Title:

Title:

Approved as to Form

City Attorney