

REQUEST FOR PROPOSAL
PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

INTRODUCTION: The City of Santa Clara, California Electric Department dba Silicon Valley Power (SVP) owns and operates an electric distribution utility with a service territory that overlays the Santa Clara city limits. This distribution system serves a maximum annual demand of approximately 585 MVA and total annual load of approximately 3250 GWHrs. The SVP distribution system is interconnected with PG&E's area transmission with a combination of 5 lines at 115kV and a single 230kV line. SVP operates over 55 miles of 60kV transmission lines interconnecting over 25 substations, 315 miles of underground 12kv distribution lines, and 187 miles of overhead 12kV distribution lines.

PROPOSED PROJECT: SVP is currently pursuing the development of a new 60 MVA, 60 to 12 kV, 2 transformer bank distribution substation using metal clad switchgear with seven 12kV distribution feeders served from each transformer, and the complete rebuild of a second substation of similar size and configuration. As a part of a multi-year infrastructure improvement program, various other substation and transmission improvement projects are underway ranging from replacement of fencing to reconductoring transmission lines.

Project and Construction Management Services: SVP requires the services of a Program Manager to assist SVP staff in the implementation of the projects. Detailed project engineering will be performed by others on larger projects. The following is a high level outline of the Program Manager Scope:

1. Project Development Work: Prepare project descriptions, prepare Storm Water Pollution Prevention Plans, and assist in acquiring necessary permits, CEQA reviews and land acquisition.
2. Procurement of Owner Furnished Equipment: Identify owner supplied equipment, specify equipment characteristics, prepare bidding documents & bidder's lists, support the bidding process and recommend award of procurement contracts.
3. Manufacturing Support of Owner Furnished Equipment: Support during manufacture, shipping, delivery, and assembly of owner furnished equipment including drawing review, acceptance of factory test reports, etc.
4. Engineering & Detailed Design Review: Review of analysis, investigation, calculations, and detailed design necessary to prepare plans and specifications required for the projects.
5. Public Works Bidding & Contracting: Prepare bidding documents for the project's public works contract, support the bidding process and recommend award of procurement contracts.

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6. Construction Support: Function as "Engineer" as defined in by the Public Works Contract. Provide on-site Construction Manager as required by SVP. Support SVP during acceptance and commissioning testing.

CONTRACT FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES:

The basis of the contract between the City and the Program Manager will be the City's "Agreement for the Professional Services". Any exceptions to or comments on the attached Agreement for Professional Services templates shall be included in your response.

FEE STRUCTURE: Proposers are required to include hourly rates for each classification that may be billed. Your hourly rates should be loaded with all appropriate overhead expenses. You should also list all other costs and mark-ups that may be applied including pass through expenses such as sub-contracting, travel, and significant purchases.

PREVAILING WAGES AND DIR REGISTRATION:

Proposer Registration: The City has determined that the services described in this RFP constitute a "public work" as defined in California Labor Code section 1720 et seq. Any agreements entered into pursuant to this RFP will be subject to prevailing wage requirements, and Proposer shall comply with all applicable provisions of Labor Code sections 1720 through 1784 and California Code of Regulations title 8, section 16000 et seq. Proposer shall register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 prior to submitting a proposal. City will verify DIR registration when reviewing proposals, and submissions from Proposers who have not registered with DIR will be immediately rejected as nonresponsive.

Subcontractors: Prior to executing an agreement with the City, a successful Proposer shall require its subcontractors to be registered with the DIR, and Proposer shall include prevailing wage requirements in all subcontracts.

TRAVEL REQUIREMENTS: It is anticipated that the Program Manager will be attending on site meetings at various times for the duration of the Agreement. Typical frequency is twice a month, but may increase to a weekly basis depending on the project status. Some meeting participation may be done via conference calls if facilities are available. Some activities, such as reviews of contract submittals, document preparation, and related tasks, may be performed at a remote site.

STATEMENT OF QUALIFICATIONS: Proposers are also required to submit a Statement of Qualifications (SOQ). The SOQ grade, along with the Price Proposal will be used to select the successful proposer. Attached is a copy of the "Project and Construction Manager Scorecard". The Scorecard should be used to organize the information to be provided in your Statement of Qualifications. SOQ's should be concise, less than 6 pages and be supplemented by no more than 10 pages of subject

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matter expert resumes and additional information. Each section of your SOQ or SME resume should be cross-referenced to the Scorecard and the organization of your SOQ should follow the organization of the Scorecard.

Your Statement of Qualifications should be organized in such a manner that it follows the layout of the "Project and Construction Manager Scorecard". Statement of Qualifications will be reviewed by a team of SVP employees and agents and consensus scores applied to individual scoring items. It would help the reviewers if each paragraph in the Statement of Qualifications is cross-referenced to a scoring item in the Project and Construction Manager Scorecard. An electronic copy should be made available in a single PDF file so additional copies can be made and distributed to reviewers.

QUESTIONS: Any questions by the Proposer regarding this RFP or the project must be put in writing and received by the City not later than 3:00 p.m. on January 18, 2018. Correspondence shall be addressed to:

Diana Shiles
881 Martin Ave.
Santa Clara, CA 95050
Email: dshiles@svpower.com

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

Responses from the City to questions by any Proposer will be communicated in writing to all recipients of this RFP. Questions received after the date and time stated above will not be accepted, and will be returned to senders without response.

SELECTION AND CONTRACTING PROCESS: SVP staff and other reviewers will use the scorecards to assist in reviewing and ranking the proposals. Meetings with the proposers at SVP may be held as part of the review process. The specific work will be negotiated with the Proposer which in SVP's sole judgment has the best qualifications when balanced with the proposed pricing structure.

INSTRUCTIONS FOR SUBMITTING PROPOSALS:

All proposals shall be submitted to:

City of Santa Clara dba Silicon Valley Power
Attn: Diana Shiles
881 Martin Ave.
Santa Clara, CA 95050
Email: dshiles@svpower.com

Proposals must be delivered no later than 3:00 p.m. on January 25, 2018. All proposals received after that time will be returned to the Proposer unopened.

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The Proposer shall submit two (2) copies of its proposal in a sealed envelope, including one (1) original, clearly marked "ORIGINAL", address as noted above bearing the Proposer's name and address clearly marked "RFP FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES."

WITHDRAWAL OF PROPOSALS: A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

RIGHTS OF THE CITY OF SANTA CLARA: This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals; and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is approved by the City Council, if so required, and executed by authorized representatives of the City and of the Proposer.

PUBLIC NATURE OF PROPOSAL MATERIAL: Responses to this RFP become the exclusive property of the City of Santa Clara. At such time as the City awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary," or if disclosure, in the City's sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Santa Clara may determine, in its sole discretion, that the information that a Proposer submits is not a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the

Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer's sole expense.

COLLUSION: By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the

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Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

DISQUALIFICATION: Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- Evidence of incorrect information submitted as part of the proposal;

- Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and
- Proposer's default under any previous agreement with the City.

NON-CONFORMING PROPOSAL: A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

GRATUITIES: No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

FIRMS OR PERSONS NOT ELIGIBLE TO SUMIT A PROPOSAL: In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

The consultant or other entity who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor.

The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Proposer.

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ATTACHMENT A

Proposer's Information Form

PROPOSER (please print): _____

Name: _____

Address: _____

Telephone: _____

FAX: _____

Contact person, title, telephone number, email address and fax number: _____

Proposer, if selected, intends to carry on the business as (check one)

- ☐ Individual
- ☐ Joint Venture
- ☐ Partnership
- ☐ Corporation
- ☐ Governmental Entity

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

☐ Other (explain): _____

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ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6

Or,

- ☐ _____ No Addendum/Addenda Were Received (check and initial).

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

(1) If Proposer is *INDIVIDUAL*, sign here:

Date: _____

Proposer's Signature

Proposer's typed name and title

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(2) If Proposer is *PARTNERSHIP* or *JOINT VENTURE*, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____

Member of the Partnership or Joint Venture signature

Date: _____

Member of the Partnership or Joint Venture signature

(3) If Proposer is a *CORPORATION*, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: _____

(Title) and _____ (Title) of the
CORPORATION named below; that they are designated to sign the Proposal Cost Form by
resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity
or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION,
and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

Dated: _____

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(4) If Proposer is a *GOVERNMENTAL ENTITY*, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: _____ (Title)
and _____ (Title) of the
GOVERNMENTAL ENTITY named below; that they are designated to sign the Proposal Cost Form
by resolution (attach an official copy, with Clerk's attestation) for and on behalf of the below named
GOVERNMENTAL ENTITY, and that they are authorized to execute same for and on behalf of said
GOVERNMENTAL ENTITY.

Governmental Entity (type or print)

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

Dated: _____

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ATTACHMENT B

Certification of Nondiscrimination

As suppliers of goods or services to the City of Santa Clara, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, or familial status; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.

(1) If Proposer is *INDIVIDUAL*, sign here:

Date: _____

Proposer's Signature

Proposer's typed name and title

(2) If Proposer is *PARTNERSHIP* or *JOINT VENTURE*, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name
(type or print)

Date: _____

Member of the Partnership or Joint Venture signature

Date: _____

Member of the Partnership or Joint Venture signature

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(3) If Proposer is a *CORPORATION*, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: _____ (Title)
and _____ (Title) of the
CORPORATION named below; that they are designated to sign the Proposal Cost Form by
resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity
or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION,
and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____

(4) If Proposer is a *GOVERNMENTAL ENTITY*, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: _____ (Title)
and _____ (Title) of the
GOVERNMENTAL ENTITY named below; that they are designated to sign the Proposal Cost Form
by resolution (attach an official copy, with Clerk's attestation) for and on behalf of the below named
GOVERNMENTAL ENTITY, and that they are authorized to execute same for and on behalf of said
GOVERNMENTAL ENTITY.

Governmental Entity (type or print)

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____

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ATTACHMENT C
SAMPLE
AGREEMENT FOR PROFESSIONAL SERVICES

EBIX Insurance No. * _____

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
***INSERT CONTRACTOR'S NAME**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between *insert Contractor's name, a[n] *choose one: a _____ (enter State name) corporation/partnership/individual, with its principal place of business located at *insert Contractor's address ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "SCOPE OF SERVICES"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

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Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in that certain document entitled “*insert name of proposal” dated *insert date of proposal, (“Proposal”) set forth in Exhibit A, which constitutes the basis for this Agreement.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on *insert end date.

3. CONTRACTOR’S SERVICES TO BE APPROVED BY A LICENSED PROFESSIONAL.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by a qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor’s representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor’s operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

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6. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

7. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

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10. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

11. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

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16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

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Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

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27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: *insert City Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) ____ - _____

And to Contractor addressed as follows:

Name: _____
Address: _____

or by facsimile at () ____ - ____

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

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32. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. PREVAILING WAGES

- 35.1. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.

REQUEST FOR PROPOSAL
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- 35.2. Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this

Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

(Signatures on page 21)

REQUEST FOR PROPOSAL
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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

***INSERT CONTRACTOR’S NAME**

*choose one: corporation/partnership/individual

Dated: _____

By: _____
(Signature of Person executing the Agreement on behalf
of Contractor)

Name: _____

Title: _____

Local Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

“CONTRACTOR”

REQUEST FOR PROPOSAL
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CITY OF SANTA CLARA, CALIFORNIA
AND
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EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "*insert name of proposal" dated *insert date of proposal, which is attached to this Exhibit A.

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EXHIBIT B

FEE SCHEDULE

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:

NOTE TO CITY DEPARTMENTS: This Exhibit "B" should contain a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:

- Fee Schedule Effective Date;
- Hourly Billing Rates for Each Staff Position/level;
- Minimum Billing Hours;
- Charges for Equipment by Day/week/month;
- Travel Time and Costs;
- Per Diem Expenses;
- Expendable Material or New Parts Costs;
- Outside Services Costs; and,
- Overtime Costs.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed
*spell out dollar amount (\$*insert numerical dollar amount), subject to budget appropriations.

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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

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B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance

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Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There

REQUEST FOR PROPOSAL
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shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

| | |
|---|------------------------|
| EBIX Inc. | |
| City of Santa Clara Electric Department | |
| P.O. Box 100085 – S2 | or 1 Ebix Way |
| Duluth, GA 30096 | John's Creek, GA 30097 |

| | |
|-------------------|-----------------------|
| Telephone number: | 951-766-2280 |
| Fax number: | 770-325-0409 |
| Email address: | ctsantaclara@ebix.com |

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted² of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

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individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

***INSERT CONTRACTOR'S NAME**

*choose one: a corporation/partnership/individual

By: _____
Signature of Authorized Person or Representative

Name: _____

Title: _____

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

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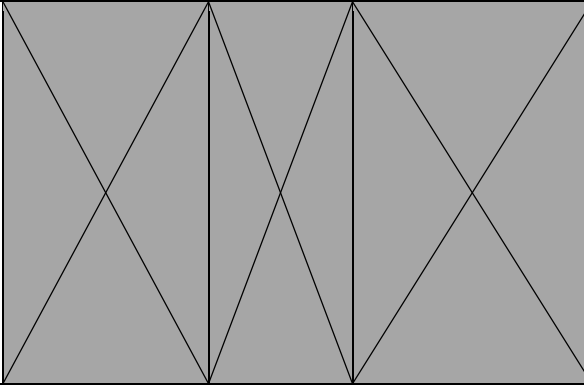
**AGREEMENT FOR PROFESSIONAL SERVICES
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EXHIBIT F

MILESTONE SCHEDULE

(If Applicable)

Project & Construction Management Scorecard

| A. SUBJECT MATER EXPERTS Maximum Points Possible - 25 of 100 <i>Project & Construction Management Company has knowledgeable and skilled personnel available for this project.</i> | WEIGHT: | SCORE: | NOTES |
|--|--|--------|-------|
| <u>General Requirements:</u> <ul style="list-style-type: none"> Proposer can identify the following subject matter experts (SME's) by name & resume. NOTE: one individual can assume more than one role in the projects. Proposer can make assurances that these SME's will be assigned to SVP's projects. Proposer will consult with SVP if it becomes necessary to make substitutions in SME's and SVP will have final approval in substitutions. |  | | |
| 1. <u>Project Manager</u> : acting as single point SVP contact with responsibility for ensuring all project related activities are performed and responsibilities are met in a timely and economic manner. | | | |
| 2. <u>Construction Management Expert</u> : acting as a single point of SVP contact with construction contractors with responsibility for ensuring all construction contractor activities and responsibilities are met in accordance with the SVP Project drawings and specifications. | | | |
| 3. <u>Storm Water Pollution Prevention Program Qualified Developer/Practitioner</u> : with responsibility for preparing, and monitoring implementation of, Storm Water Pollution Prevention Plans and related attachments to meet California Construction General Permit for Storm water Discharges associated with Construction and Land Disturbance Activities issued by State Water Resources Control Board | | | |
| 4. <u>Engineering & Design Expert</u> : with responsibility for calculations, drawings and specifications for non-electrical infrastructure modifications. Also responsible for the preparation of the CSI based public works bidding and contracting documents for substation and electric transmission line projects. | | | |

Project & Construction Management Scorecard

| B. MAJOR EQMT PROCUREMENT Maximum Points Possible - 15 of 100 <i>Project and/or Construction Manager is able to prepare the specification documents, bid, and select the major equipment for the project. Also has the ability to ensure quality in final assembly and acceptance of equipment on site.</i> | WEIGHT: | SCORE: | NOTES |
|---|---------|--------|-------|
| 1. <u>Write Technical Specifications and Contracts:</u> Knowledge of standards, features, vendors, manufacturing techniques for substation equipment and transmission line materials, such as steel poles and conductor. Experience in writing technical contract documents and specifications that ensures procurement of quality equipment from a reputable vendor that serves the project needs and at a fair price. | | | |
| 2. <u>Prepare Bid Package:</u> Ability to incorporate the technical specifications into SVP supplied business terms & conditions and provide a complete bidding package and maintain a recommended bidders list for each item of major equipment. | | | |
| 3. <u>Make an Award Recommendation:</u> Experience in and the ability to assist in evaluation of equipment bids and make an award recommendation based on Owner's defined criteria. | | | |
| 4. <u>Quality Assurance:</u> Experience in and the ability to perform an initial review and, if necessary, take exception to Manufacturer's submittals for Owner's approval. Inspection and report on as received condition of equipment to SVP Project Engineer. Inspect, document, and report on final assembly of equipment on site. Prepare and maintain punch list to verify that equipment is installed per Owner's specifications. | | | |
| 5. <u>Coordination:</u> Coordinate on site activities of material manufacturer/supplier with other on-site construction activities to meet schedule dates. Includes monitoring delivery schedules and logistical issues to make certain that the site is ready to receive supplier's equipment. | | | |

Project & Construction Management Scorecard

| C. ENGINEERING & DETAILED DESIGN Maximum Points Possible - 15 of 100 <i>Project and/or Construction Manager is able to formulate and describe modifications to SVP facilities that safely, effectively, and completely implement the Plan of Service.</i> | WEIGHT: | SCORE: | NOTES |
|---|----------------|---------------|--------------|
| 1. <u>Incorporate All Project Features</u> : Using written design guides or check-off sheets, establish all project features and ensure features are incorporated into the Work. | | | |
| 2. <u>Incorporate All Project Mitigations</u> : Review all appropriate documentation and verify that all regulatory and permitting requirements are incorporated, by design or by reference, into the project manual. Prepare applicable SWPPP documents and submit for State Water Resources Control Board permit. | | | |
| 3. <u>Field Calculations</u> : Experience in and the ability to monitor the field testing and make the necessary calculations to verify the substation modifications are correct. | | | |
| 4. <u>Physical Design</u> : Ability to modify existing drawings and make new drawings to completely show the physical modifications to an electric utility substation and electric transmission line. | | | |
| 5. <u>Specification Writing</u> : Experience in and the ability to write Construction Specification Institute (CSI) formatted specifications to control the construction work. | | | |
| 6. <u>Mitigate Constructability Issues</u> : Experience in substation and transmission line construction and the ability to review project physical designs for constructability issues and provide mitigation changes to reduce or eliminate those issues. | | | |

Project & Construction Management Scorecard

| D. BIDDING & CONTRACT AWARD Maximum Points Possible - 10 of 100 <i>Project Manager is able to prepare a public works project manual for the infrastructure modifications; assist the City in bidding the project; identifying the lowest qualified bidder who is responsive to the bid documents.</i> | WEIGHT: | SCORE: | NOTES |
|---|---------|--------|-------|
| 1. <u>Prepare Plans & Specifications</u> : Experience in formatting and assembling the plans and specifications along with the Owner's contracting requirements into a bidding & contracting project manual following CSI format. | | | |
| 2. <u>Comment on SVP Provided Division 0</u> : Review and comment on SVP's Division 0 (business terms and conditions) template documents. | | | |
| 3. <u>Prepare Bidding Documents</u> : Experience in following a bid document preparation and approval process that ensures a controlled and timely publishing of complete and approved bid documents. Also may provide the Owner with an "Engineer's Estimate" of bid amount. | | | |
| 4. <u>Administer Bid Process</u> : Experience following a bidding process that is responsive to bidders needs, follows bidding rules, and maintains bid submittal schedule. | | | |
| 5. <u>Review Bids & Recommend Award</u> : Experience in and ability to provide the Owner with a comprehensive review of all submitted bids for completeness, and makes a recommendation to the Owner for award. | | | |
| 6. <u>Permit Coordination</u> : Assist Contractor, if needed, to obtain appropriate related encroachment permits from various entities including, but not limited to, Caltrans, City of Santa Clara, Santa Clara County, Santa Clara Valley Water District, Union Pacific Railroad, and Valley Transportation Agency. | | | |

Project & Construction Management Scorecard

| E. CONSTRUCTION SUPPORT Maximum Points Possible - 20 of 100 <i>Construction Manager is able to effectively and efficiently perform the duties as defined below.</i> | WEIGHT: | SCORE: | NOTES |
|--|----------------|---------------|--------------|
| 1. <u>Perform Construction Manager Duties:</u> Establish working relationships with SVP as the Owner and the Contractor based on good project management skills and techniques. Ensure all construction contractor activities and responsibilities are met in accordance with the SVP Project drawings and specifications. | | | |
| 2. <u>SWPPP Implementation:</u> Ability and experience to verify and monitor the implementation of State approved SWPPP plans. Experience with development and implementation of Rain Event Action Plans as appropriate. | | | |
| 3. <u>Maintain Construction Record:</u> Maintain a construction record based on daily inspections & reports, and including video, pictures, audio recordings, etc. as appropriate. Maintain accurate as-built drawings of project as elements are constructed and deviations from project drawings occur. | | | |
| 4. <u>Perform Progress Reporting:</u> Review and comment on weekly progress reports and 3 week look-ahead schedules, prepared by the Contractor, showing planned vs actual work. Coordinate and run weekly project coordination meetings. Verify and manage progress payment process as defined in construction and procurement contracts. | | | |
| 5. <u>Submittal Process Management:</u> Coordinate the review and verification of submittals. Perform initial first check of submittals to determine if they are in conformance with submittal requirements. Maintain a submittal log with dates to track status of each submittal. | | | |
| 6. <u>Construction Testing and Inspection:</u> Ability and experience to review field test reports to determine if Contractor's work meets project requirements. Schedule and coordinate required third party construction and materials testing as required and appropriate for the project. | | | |

Project & Construction Management Scorecard

| F. ACCEPT & COMMISSION WORK Maximum Points Possible - 15 of 100 <i>Owner's Engineer is able to provide support during the commissioning of the Work.</i> | WEIGHT: | SCORE: | NOTES |
|---|---------|--------|-------|
| 1. <u>Acceptance Testing</u> : Experience with and ability to monitor acceptance testing required by the construction contract and performed by the independent testing company (ITC). Assist in the preparation and review of Electrical Acceptance Testing RFQ for ITC. Establish "Substantial Completion" milestone. | | | |
| 2. <u>Commissioning Tests</u> : Experience with and ability to track deficiency reports and remedies to deficiencies found by the ITC during testing in the energization and commissioning work. | | | |
| 3. <u>As-Built Documentation</u> : Establish and enforce a process that results in the immediate update of As-Built documents necessary for the operation of the facilities. Experience with and ability to verify that all required documentation (test reports, owner's manuals, vendor drawings, etc) is provided as specified is procurement and public works construction contracts. | | | |
| 4. <u>Contract Closeout</u> : Perform all activities needed to close out the contract including both contract required and administratively required efforts. Establish a "Final Completion" milestone. | | | |
| 5. <u>Permit Closeout</u> : Perform all activities needed to closeout all active permits issued for a project including, but not limited to, CalTrans permits, City of Santa Clara Building Inspection permits, Santa Clara Valley Water District encroachment permits, SWPPP Notices of Termination, Union Pacific Railroad permits, etc. | | | |