March 27, 2018
Request for Proposal for Traffic Signal Design Consultant Services as part of the Annual Street Maintenance Project 18-XX: Winchester Boulevard Street Resurfacing

PROPOSALS DUE: 3:00 P.M., FRIDAY, April 20, 2018

OVERVIEW

The City of Campbell is pleased to announce this Request for Proposals for traffic signal design consultant services for the Annual Street Maintenance Project (18-XX) for resurfacing Winchester Boulevard. Proposed consultant services include the preparation of plans, specifications and engineer's estimates related to the design of traffic signal modification work for this project.

BACKGROUND

Winchester Boulevard is a regional arterial street that runs in the north-south direction connecting the City of San Jose in the north and the Town of Los Gatos in the south. The Annual Street Maintenance Project will resurface Winchester Boulevard from the northern city limits just north of Rosemary Lane to the southern city limits at the intersection with Knowles Drive – approximately 2.5 miles in length.

The scope of the construction project includes but is not limited to the following: installation of Americans with Disabilities Act (ADA) compliant accessibility ramps; the repair of uplifted/sunken curb and gutter and driveway approaches; reconstruction of median islands; traffic signal modifications at intersections to accommodate new ADA-compliant ramps; removal and replacement of traffic striping, pavement markings and markers; asphalt concrete (AC) overlay; AC milling; and utility adjustments to finished grade. The project is tentatively scheduled to go to construction the summer of 2019.

The City will prepare all construction documents for this project with the exception of the documents specifically related to traffic sign design and construction. The Traffic Signal Design

Consultant (Consultant) shall prepare all such traffic signal-related documents and shall enter into a Consultant Services Agreement with the City to prepare traffic signal modification design plans, specifications and engineer's estimates that will ultimately be incorporated into the overall construction documents that will be issued for bidding purposes. For more information regarding the Consultant Services Agreement, please refer to Attachment 2.

The City has identified the following signalized intersections that will require signal modification due to the installation of the ADA-compliant ramps/passageways:

- Winchester Boulevard at Hamilton Avenue
- Winchester Boulevard at Camden Avenue
- Winchester Boulevard at Hacienda Avenue

It will be the Consultant's responsibility to review the City's proposed layout plans for the new ADA-compliant ramps at these intersections, review & confirm the existing traffic signal layout in the field and compare it with the City-provided as-built plans, design the relocation of any existing traffic signal poles, pull boxes, and associated wiring and conduit to ensure that these intersections are now ADA-compliant in accordance with the most recent Caltrans Standard Plans and Specifications or as directed by the City Engineer and in compliance with the most recent California Manual on Uniform Traffic Control Devices. The Consultant will also be responsible for preparing the necessary specifications and engineer's estimates to accompany their traffic signal modification design.

The total amount payable to the Consultant for this work shall not exceed $60,000.

SCOPE OF WORK

The Consultant selected shall provide all services necessary to complete the design for the traffic signal modification work at the following intersections:

- Winchester Boulevard at Hamilton Avenue
- Winchester Boulevard at Camden Avenue
- Winchester Boulevard at Hacienda Avenue

The following table summarizes the proposed ADA ramps within the scope of this RFP:

Intersection	Corner	Proposed Ramp Type
Winchester at Hamilton	Northwest	Case C
Winchester at Camden	Northwest	Case C
Winchester at Hacienda	Northeast	Case CM Type C Passageway
	Northwest	Case A Redesign Ex. Type C Passageway
	Southeast	Modified Case C Case F
	Southwest	Type C Passageway

Table 1: Signalized intersection requiring Traffic Signal Design Consultant Services

It shall be the Consultant's responsibility to consider the impacts each new ramp/passageway will have on the traffic signal system at each specific intersection. The Consultant shall then redesign all traffic signal facilities to conform to ADA standards. Traffic signal design scope of work may include but is not limited to the following: relocation of existing traffic signal poles, pull boxes, vehicular and pedestrian signal heads and their alignments, pedestrian push buttons, and luminaires, etc.

City will provide:

- Topographic Survey
- Civil layouts for intersection noted in Table 1 in AutoCAD 2015.
- AutoCAD base drawings, borders, and pen settings
- Traffic Signal As-built Plans

Consultant to provide:

- Confirmation that the record traffic signal drawings were as-built in the field.
- Underground utility information.
- Preparation of the Traffic Signal Modification Design Plans, Specifications and Engineer's Estimate (PS&E), which are to be in compliance with ADA guidelines, City of Campbell Standard Plans and Specifications, the most recent Caltrans Standard Plans and Specifications or as directed by the City Engineer, and the most recent California Manual on Uniform Traffic Control Devices.
- Electronic CAD files in AutoCAD Release 2015 format for all drawings related to the design.

- MS Word file for traffic signal specifications.
- MS Excel file for traffic signal cost estimating.

Items the Consultant should consider when designing include:

- Whether or not existing conduit runs can be reused
- Whether or not existing pull boxes can be reused
- Location of pedestrian push buttons height and reach constraints
- Location of pedestrian head relative to existing crosswalk and visibility to pedestrians
- Location of traffic signal heads and their visibility to motorists
- Maintaining a workable traffic signal system during construction

DELIVERABLES AND SCHEDULE

The following deliverables are required at a minimum:

35% Plans, Specifications and Engineer's Estimate:	June 29, 2018
65% Plans, Specifications and Engineer's Estimate:	July 27, 2018
95% Plans, Specifications and Engineer's Estimate:	August 31, 2018
Final Plans, Specifications and Engineer's Estimate:	September 28, 2018

PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

Submit five (5) hard copies and one (1) electronic copy in PDF format on a CD/DVD of the Consultant's proposal. The hard copies and CD/DVD shall be mailed or submitted to the City of Campbell Public Works Department prior to **3:00 p.m., April 20, 2018**. Proposals shall be submitted in a sealed package clearly marked **Annual Street Maintenance Project 18-XX: Winchester Boulevard Street Resurfacing Project – Traffic Signal Modification Design Services** and addressed as follows:

Fredrick Ho
City of Campbell
70 N. First Street
Campbell, CA 95008

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

Addenda to this RFP, if issued, will be sent to all prospective Consultants the City has specifically emailed a copy of the RFP to, and will be posted on the City's website at: http://www.cityofcampbell.com/bids.aspx

It shall be the Consultant's responsibility to check the City's website to obtain any addenda that may be issued.

Proposals should include the following information:

Section 1 Cover Letter – Cover letter signed by an officer of the firm, binding the firm to all of the commitments made in the submittal.

Section 2 Review of Scope of Services – Proposers 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.

Section 3 Preliminary Project Schedule – Review the City's schedule as noted in this RFP and provide comments, suggested modifications, changes and/or additions as appropriate. Add any significant milestone dates necessary to complete all tasks. Indicate resources that will be allocated to each major task category to meet this schedule and discuss your firm's flexibility 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.

Section 4 Related Project Experience – Briefly discuss your firm's vision for the project and what would make the firm the best qualified for this particular project. Present a description of your firm's past performance on similar projects, emphasizing projects of similar scope and budget. Discuss the firm's experience in the accurate coordination of

trades and subconsultants, and the quality control process. Address your firm's record of meeting schedules and controlling costs. What is the firm's record of accuracy on engineer's estimates?

The services and expertise which are required to successfully complete the project include the following:

- Civil Engineering and/or Traffic Engineering services to develop traffic signal design plans through final design documents;
- Ability to propose improvements that can be reasonably designed and constructed within the allocated budget and space;
- Ability to prepare complete and accurate plans, specifications and project construction engineer's estimates;

Section 5 Sub-Consultants – Identify any subconsultants your firm will utilize. Include resumes of key individuals who will be directly involved in this project, and briefly describe any past involvement in joint projects with these subconsultants. Indicate why the particular subconsultant has been selected to work on the project team. Indicate how the prime firm will ensure quality control and coordination of documents between the prime and the various subconsultants.

Section 6 Qualifications and Capabilities – Provide a detailed discussion of the qualifications and experience of the Project Manager that would be assigned to this project. Provide additional information regarding the qualifications and experience of all others that will be assigned to work on the project team. Please submit resumes of only those individuals that will actually be assigned to work on the project. An organizational chart is recommended. Indicate how your firm's resources will work together to complete this project. Identify additional resources available in your firm.

Section 7 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.

Section 8 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:

Firm, Owner, or Agency Name
Project Description
List of Services Provided
Engineer's estimate vs actual construction cost
Contractor
Contact Person (Name and Title)
Address
Telephone Number
Email Address

Section 9 Insurance Coverage - Identify carriers, A.M. Best ratings, types and limits of insurance carried by your firm. Minimum coverage required by the City is $2,000,000 each for general liability, automobile liability, professional liability and worker's compensation (see Attachment 2 – Consultant Agreement for actual requirements).

The anticipated **Consultant selection** schedule is as follows:

City Issues Request for Proposal (RFP)	March 28, 2018
Proposal Due Date	April 20, 2018
City Reviews Proposals	April 23 – May 4, 2018
Cost Negotiation with first ranked Consultant	May 7 – 18, 2018
Contract Award:	Week of May 21, 2018
Notice to Proceed	Week of May 28, 2018

Any questions related to this RFP shall be submitted in writing to the attention of Fredrick Ho via email at fredh@cityofcampbell.com . Questions shall be submitted before **5:00 P.M., April 13, 2018**.

No oral questions or inquiries about this RFP shall be accepted.

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 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.

ATTACHMENTS

The following attachments are incorporated into the Request for Proposals:

Attachment 1 – Project Location Map
Attachment 2 – Consultant Services Agreement
Attachment 3 – Proposal Evaluation Criteria

Attachment 1: Project Location Map

CITY OF CAMPBELL

ATTACHMENT 2: CONSULTANT SERVICES AGREEMENT

This Agreement is entered into at Campbell, California on the _____ day of _____, 201__, by and between the **CITY OF CAMPBELL** (hereinafter referred to as "City") and _____ (hereinafter referred to as "Consultant").

WHEREAS, City desires to _____; and

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

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

1. **DUTIES OF CONSULTANT**

1.1 Consultant agrees to perform services as set forth in Exhibit A - Scope of Services, attached hereto and incorporated herein by reference, and which shall be interpreted together and in harmony with this Agreement. In the event of any conflict between Exhibit A and this Agreement, this Agreement shall govern, control, and take precedence.

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

1.3 Consultant, working with the City, will gather available existing information concerning the project, and shall review documents as necessary for compliance with the project's objectives.

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

1.5 Notwithstanding Section 1.4, Consultant shall not be responsible for delay caused by activities or factors beyond Consultant's reasonable control, including delays or by reason of strikes, work slow-downs or stoppages, or acts of God.

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

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

of this Agreement.

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

1.9 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.

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

1.11 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 all such 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.

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.

4. SUBCONSULTANTS

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

4.2 Consultant shall be responsible to City for the performance of any and all subconsultants who perform work under this contract, and any acts of negligence or misconduct

on their part. Consultant is solely responsible for all payments due to subconsultants.

5. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

6. TERMINATION

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

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, or ancestry of any employee of, or applicant for employment with, such Consultant or subcontractor.

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 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.

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 any and all claims, actions, causes of action, losses, damages, liabilities and costs of every nature, including but not limited to all claims, actions, causes of action, losses, damages, liabilities for property damage, bodily injury, or death, and all costs of defending any claim, caused by or arising out of, or alleged to have been caused by or arise out of, in whole or in part, Consultant's performance under this Agreement, except for any claims, actions, causes of action, losses, damages, costs or liabilities proximately caused by the sole negligence or willful misconduct of CITY. CITY shall not be liable for acts of Consultant in performing services described herein.

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

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

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

A. **Types of Coverage**

The policies shall afford the following types of coverage:

1. Commercial General Liability;

2. Automotive;

3. Workers' Compensation and Employer Liability; and

4. Professional Liability and/or Errors and Omissions

B. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. For Commercial General Liability: Insurance Services Office (ISO) CGL Form 00 01 11 85; and

2. For Automotive Liability: ISO CA 00 01 06 92 including symbol 1(any auto); and

3. For Workers' Compensation: insurance as required by the Labor Code of the State of California and Employer's Liability insurance; and

4. For Professional Liability and/or Errors and Omissions: insurance covering negligence committed by or on behalf of Consultant in rendering services to City.

C. **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability: Workers'

Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of $1,000,000 per accident.

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

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

D. **Deductible and Self-Insured Retention**

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

E. **Other Insurance Provisions**

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

1. General Liability and Automobile Liability Coverage:

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

b. The Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, attorneys, employees, officials and

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

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

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

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its agents, officers, attorneys, employees, officials, and volunteers for losses arising from work performed by the Consultant for the City.

3. All Coverages: Any unintentional failure to comply with reporting provisions of the policies shall not affect coverage provided to the City; and unless otherwise approved by the City, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by regular mail has been given to the City, or ten (10) days for cancellation for non-payment of premium.

E. **Suspension or Cancellation**

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

F. **Subcontractors**

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

G. **Acceptability of Insurers**

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

H. **Verification of Coverage**

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

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 This Agreement may be executed in counterparts and will be binding as executed.

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

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

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

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

11. **NOTICES**

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

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

CONSULTANT: _____
Attention: _____
_____
_____
_____

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

CONSULTANT

By_____

Title _____

CITY OF CAMPBELL

By _____
_____

Title_____ _____

Exhibit A - Scope of Services and Fees

Attachment 3: Proposal Evaluation Criteria

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 proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City 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 may include oral interviews. The consultant will be notified of the time and place if oral interviews are to be conducted, and if any additional information may be required.

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

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is three hundred seventy-five hundred (375) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.

3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specifications.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	10
6	Local Presence	5
7	References	10
	Subtotal:	**75**

1. **Completeness of Response (Pass/Fail)**

    a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. **Qualifications & Experience (20 points)**

a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct traffic engineering services on both federal and nonfederal-aid projects.

3. Organization & Approach (15 points)

a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
b. Roles and Organization of Proposed Team
    i. Proposes adequate and appropriate disciplines of project team.
    ii. Some or all of team members have previously worked together on similar project(s).
    iii. Overall organization of the team is relevant to City needs.
c. Project and Management Approach
    i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
    ii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
d. Roles of Key Individuals on the Team
    i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
    ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
e. Working Relationship with City
    i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
    ii. Team leadership understands the nature of public sector work and its decision-making process.
    iii. Proposal responds to need to assist City during the project.

4. Scope of Services to be Provided (15 points)

a. Detailed Scope of Services to be Provided
    i. Proposed scope of services is appropriate for all phases of the work.
    ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
    iii. Demonstrates team's ability to reach and engage broad user groups through community outreach.
    iv. Demonstrates experience in use of polling / survey tools.

b. Project Deliverables
   i. Deliverables are appropriate to schedule and scope set forth in above requirements.
c. Cost Control and Budgeting Methodology
   i. Proposer has a system or process for managing cost and budget.
   ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (10 points)

a. Schedule shows completion of the work within or preferably prior to the City overall time limits.
b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management.
c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

6. Local Presence (5 points)

a. A statement addressing firm's ability to establish an office within the County or surrounding area.

7. References (10 points)

a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past five (5) years.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		10	
6	Local Presence		5	
7	References		10	
		Total:	75	