



City of Gilroy
PUBLIC WORKS DEPARTMENT

REQUEST FOR QUALIFICATIONS
FROM ENGINEERING AND RELATED
CONSULTANTS TO ESTABLISH LISTS OF ON-CALL
QUALIFIED CONSULTANTS FOR FUTURE
PROJECTS IN THE CITY OF GILROY
20-RFQ-PW-329

ATTN: BRYCE ATKINS, PURCHASING COORDINATOR
CITY OF GILROY
7351 ROSANNA STREET
GILROY, CA 95020-6197

SOQ Due by: 2:00 pm, Tuesday, December 17, 2019



Request for Qualifications No. 20-RFQ-PW-329

Notice is hereby given that the Purchasing Coordinator of the City of Gilroy at 7351 Rosanna Street, Gilroy, CA 95020-6197 will receive STATEMENT OF QUALIFICATIONS SUBMITTALS. The City of Gilroy is soliciting Statement of Qualifications (SOQ) for consulting and design services as described in the attached Request for Qualifications. Submittals will be accepted up until **2:00 PM, PST, Tuesday, December 17, 2019**. SOQs received after that time and date will not be considered. The City of Gilroy accepts no responsibility if delivery is made to another location other than location specified above and/or delayed deliveries by your chosen carrier. An evaluation team will review submitted qualifications and select the best qualified firms to provide engineering design services as pre-approved engineering design consultants. The selected consultants will remain on the pre-approved list for up to three years, and for up to two one-year extensions.

A free electronic copy of the RFQ can be obtained by going to the City of Gilroy website (www.cityofgilroy.org).

- **A Notice of Intent must be emailed to Julie.Oates@cityofgilroy.org no later than 2:00 PM, Monday, November 25, 2019 with subject line “RFQ No. 20-RFQ-PW-329 Notice of Intent”.** Please provide consultant name, address, email address and telephone number which will be used to send addendums or revisions (if any).

Respectfully Requested,
Bryce Atkins
Purchasing Coordinator

20-RFQ-PW- 329

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**REQUEST FOR QUALIFICATIONS SUBMITTAL CHECKLIST
FROM ENGINEERING AND RELATED CONSULTANTS TO ESTABLISH
LISTS OF ON-CALL**

**QUALIFIED CONSULTANTS FOR FUTURE
PROJECTS IN THE CITY OF GILROY**

20-RFQ-PW-329

* **NOTICE** *

In order for you to be eligible to submit for this RFQ, you must send an email to Julie Oates at the following email address:

julie.oates@cityofgilroy.org

Please include the following information in your email:

- Consultant Name
- Address
- Email address
- Telephone No.
- Re: 20-RFQ-PW-329

This information will be used to send you addendums (if any). We cannot send you addendums unless we have your email address. Failure to acknowledge addendums (if any) may cause your submittal to be judged non-responsive.

The following documents/information must be filled out and/or included in the submittal in order to be considered for this project:

- 4 copies of Consultant Qualifications & required attachments & supporting information. As well as electronic copy of all documents in a USB drive.
- A signed statement (Attachment A) indicating that the consultant has read, understands, and agrees to the requirements and terms of the sample contract (Attachment B), including insurance & indemnification requirements
- Acknowledgement of addenda numbers have been received (if any) and have been examined as part of the RFQ documents (see Addenda Acknowledgement section)
- Send email to Julie.Oates@cityofgilroy.org no later than **2:00 PM, Monday, November 25, 2019** with subject line “RFQ No. 20-RFQ-PW-329 Notice of Intent” and provide consultant name, address, email address and telephone number which will be used to send addendums or revisions (if any). NOI received after the above date and time will be deemed unresponsive, and render the firm unqualified for this RFQ.
- Submit questions or comments regarding the RFQ via email to by **2:00 PM, Monday, November 25, 2019** to Julie.Oates@cityofgilroy.org.

- ❑ Deliver submittal package (the hard copies and USB drive) shall be mailed or delivered by **2:00 pm, Tuesday, December 17, 2019** to the City of Gilroy and addressed as follows:

ATTN: Bryce Atkins
City of Gilroy – Purchasing Division
7351 Rosanna Street
Gilroy, CA 95020

PROFESSIONAL QUALIFICATIONS FORM

(Must submit with statement of qualifications)

Please indicate for which services you are submitting a statement of qualifications by marking the appropriate box below:

- Bridge Design
- Roadway and Trail Design
- Geotechnical Services
- Electrical, Traffic Signal & Intelligent Transportation System (ITS) Design
- Traffic Engineering
- Environmental Compliance
- Utility Infrastructure Improvement
- Transportation Planning and Public Outreach
- Construction Inspection Services

Note: Each box selected (discipline) must be accompanied by a separate statement of qualifications. The attached statement of qualifications is for the above-marked services.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Name of Firm: _____

ADDENDA ACKNOWLEDGEMENT

We acknowledge that the following addenda numbers have been received and have been examined as part of the RFQ documents:

Addendum No.	Date Received	Initials

RFQ/CONSULTANT OVERVIEW

Introduction

The City of Gilroy is located 28 miles south of San Jose, California. It is a developing community in transition with a population of over 58,000. The small family farms of the past have given way to sophisticated seed culture, high tech food processing, recreational shopping, and modern wine production. Gilroy is situated in the Santa Clara Valley, 15 miles from the Pacific Ocean, and strategically located at the junction of two key highways: U.S. 101 and U.S. 152. Gilroy is within a ½ hour drive of the Silicon Valley.

The City of Gilroy invites your company to submit statements of qualification about your firm's capability to provide consulting and design services to the city. With this request the City intends to establish several lists of on-call qualified consultants to work on an as-needed and project-by-project basis in the following specialty service areas:

- Bridge Design
- Roadway & Trail Design
- Geotechnical Services
- Electrical, Traffic Signal & Intelligent Transportation System (ITS) Design
- Traffic Engineering
- Environmental Compliance
- Utility Infrastructure Improvement
- Transportation Planning and Public Outreach
- Construction Inspection Services

It is possible that more than one discipline will be needed in each consultant specialty service area. In the event that more than one discipline is needed in one of the service areas, other consultants on the list may be called on a rotational basis, provided the consultant's qualifications and experience are appropriate to the specific project service needs.

Consultant may respond in one or more specialty service areas and can be on more than one list. Because the different specialty areas will involve different staff on the selection committee, a separate statement of qualifications will be needed for each specialty service area in which the Consultant wishes to be considered.

Costs of the preparation of consultant qualifications in response to this solicitation are the sole responsibility of the Consultant and will not be paid by the City of Gilroy.

Intent and Selection Process

The intent of this RFQ is to evaluate each interested engineering consultant firm's specific qualifications and experience. The selected firms would be designated as pre-approved consultants to provide consulting and design services on an as needed basis to the city for a period of 3 years, with up to two one-year extensions.

Should the city be unable to negotiate a satisfactory contract with the firm considered to be the best qualified, at a price the city determines to be fair and reasonable to the city, negotiations with that firm shall be formally terminated. The city shall then undertake negotiations with the

second best qualified firm. Failing accord with the second best qualified firm, the city shall terminate negotiations. The city shall then undertake negotiations with the third best qualified firm. Should the city be unable to negotiate a satisfactory contract with any of the selected firms, the city shall select additional firms in order of their competence and qualification and continue negotiations until an agreement is reached.

All contracts are subject to approval by the Gilroy City Council, and the city reserves the right to not award any such contract at the discretion of the Council. The city also reserves the right to select a non-pre-approved firm through a separate selection process if it determines that the needs of the city are best served by doing so.

The city intends to request additional proposals for future jobs on a project by project basis. The request may be sent to one or more of the pre-qualified consultants.

Scope of Work

The potential work scope for each of the service areas to be performed by qualified consultants on the established on-call lists is described in **Attachment C-Program Description**. Work may be assigned to a consultant to be performed in the consultant’s office, or it may call for the consultant to provide certain services on location occasionally, depending on the project need as determined by the City project managers. In either case, the Consultant will be responsible for providing key personnel office equipment/supplies, internet access and email account, office accommodation and other items needed to perform the work. The city reserves the right to work with the selected best qualified consultant to refine the scope of work and proposal to best meet the cities project needs.

Schedule

The city will make every effort to adhere to the following anticipated schedule:

Selection Process Actions	Target Date
RFQ distributed to prospective Consultants	10/25/2019
Deadline for Notice of Intent (2:00 PM)	11/25/2019
Deadline for RFQ Questions and Comments (2:00 PM)	11/25/2019
Response to RFQ Questions Emailed	12/6/2019
RFQ Submissions due to City of Gilroy (2:00 PM)	12/17/2019
Selection Committee Evaluate RFQ Submissions	January 2020
Issue Notification of On-Call Lists to Consultants	February 2020
Award On-Call Contracts	To be determined based on need

SUBMISSION FORMAT & CONTENT INFORMATION

Submission Content Requirements

Please respond to each of the requests for information by number. Provide number with each response and include page numbering. Any attachments/exhibits should also be labeled when provided.

Qualifications & Scoring System

1. **Statement of Qualifications (20 pts)** – Provide a brief statement of qualifications for your firm and include why your firm should be selected. Please limit this item to 5 pages maximum. You may include more information as an attachment to your submittal if you wish.
2. **References (15 pts)** - Provide three references (name, address and phone number) for the project team for recent similar work that the city may contact and inquire about your work.
3. **Key Staff (20 pts)** – Provide resumés for proposed key staff to be assigned to each project if your firm is selected, including education and relevant experience. Please note that because your submittals are being evaluated, in part, on the basis of the key staff as submitted, any substitution of key staff will be subject to approval in writing by the city.
4. **Contract Performance (15 pts)** – Please describe how your firm met or exceeded expectations on 2 projects designed by your firm, and how you helped develop or shape the project for your client. Also, please list any contracts with your firm that have been terminated in the past 3 years, and describe the circumstances involved.
5. **Project Experience (15 pts)** – Provide a description of three similar projects indicating your overall understanding of the project design and constraints, and a brief explanation of your design approach.
6. **Ability to Meet Project Schedule (10 pts)** – Provide a schedule for each of the projects described above, showing milestones and how you met the project schedule.
7. **Proposed Sub-Consultants (5 pts)** – Provide a list of potential sub-consultants, if any, and their anticipated role(s) in the design of a project, along with a brief statement of qualifications for each proposed sub-consultant. It is understood that this may not be a complete list since it may depend upon which project is being worked on, but should at least include at least one other firm (environmental, engineering geologist, right of way, communications, etc.), or a statement that your firm is qualified to and will perform these services if no sub-consultants are planned to be used.

The selection for the most qualified firm will be based on the above items with the point weighting shown.

Statement of Qualifications

SOQs shall be typed, shall be as brief as possible, and shall not include any unnecessary promotional material.

Length of Submission - Due to the time it takes to review submittals, please limit the length of the RFQ submission to approximately 25 pages or less, exhibits and attachments excluded.

Response Submission - Four copies of each submission are required. All submissions must be sealed in a package showing the following information on the outside and addressed to:

Attn: Bryce Atkins, Finance Manager
City of Gilroy - Purchasing Division
7351 Rosanna Street
Gilroy, CA 95020

Request for Qualifications No. 20-RFQ-PW-329

RFQ Title: REQUEST FOR QUALIFICATIONS FROM ENGINEERING AND RELATED CONSULTANTS TO ESTABLISH LISTS OF ON-CALL QUALIFIED CONSULTANTS FOR FUTURE PROJECTS IN THE CITY OF GILROY

Consultant’s name and address

The submission package must be mailed or delivered to the above address prior to the deadline for receipts of submissions. All respondents who mail or ship their submissions must allow sufficient delivery time to ensure receipt of their submissions by the time specified. Late submissions will not be accepted for consideration.

Deadline for Receipt of Submissions - All submissions must be received by the Purchasing Division, City of Gilroy, 7351 Rosanna Street, Gilroy, CA, 95020 by 2:00 P.M. on Tuesday, December 17, 2019.

City Consultant Agreement for Services

After being selected by staff and approved by Council, the selected Consultant will have to enter into a contract with the city for said services. A sample contract is included with this RFQ as **Attachment B**. The contract also spells out insurance and indemnification requirements which the Consultant will have to meet. By signing and submitting the form in Attachment A, the Consultant is acknowledging that they have read the agreement, and will be able to meet all the requirements of the contract without asking for changes in the contract language.

Other Terms and Conditions

Certain other terms and conditions will apply to this RFQ:

1. Addendum and Supplements to the RFQ

If it becomes necessary to revise any part of this RFQ, an addendum or revision will be transmitted to all prospective Consultants by email.

2. Right to Reject

The City reserves the right to reject any or all submittals, or any part of the submittal, to waive minor technicalities, or to solicit new submittals on the same project, or on a modified project, which may include portions of the originally proposed project as the City may deem necessary in its interest.

Submittals may be rejected for any alterations of form, additions or alternates not called for, incomplete submittals, erasures or irregularities of any kind.

3. False or Misleading Statements

Any submittals containing, in the opinion of the City, false or misleading statements will be rejected.

4. Incurring Costs

The City of Gilroy will not pay costs incurred in qualification submittal preparation, printing, or the negotiation process. All such costs shall be borne by the submitting Consultant.

5. News Release

News releases pertaining to this RFQ or to the award of a contract shall not be made without the prior written approval of the City.

6. Clarification of Submittals

The City reserves the right to obtain clarification information of any point in any Consultant's submittal or to obtain additional related information necessary to properly evaluate the submittal. Failure of a Consultant to respond to a request for more information may result in the submittal being rejected.

7. Disclosure of Submittal Information

All submittals become a matter of public record once a contract is awarded. If a prospective Consultant wishes to submit information that is considered confidential or proprietary, they must so indicate in the submittal which portions of the material are confidential or proprietary and why it is proprietary. The City will take reasonable efforts to protect the confidentiality of such material but makes no guarantees that such material may be protected. Entire submittals designated as confidential may be rejected. Prospective Consultants must understand that the City must abide by the California Public Records Act (Government Code 6250, et seq.).

8. City Use of RFQ Ideas

The City reserves the right to use any or all prospective Consultant service and project approach ideas presented. Selection or rejection of a Consultant does not affect this right.

9. Reliance on Information

Consultants may rely only upon written information and/or instructions from the city and the city shall not be responsible for any oral information and/or instructions given with regard to this RFQ.

Any City response to a request for clarification by a Consultant may be made in the form

of an addendum to the RFQ, which will be sent to all parties to whom the RFQ has been issued not later than five (5) business days prior to the due date for receipt of the submittal and will become a part of the RFQ. Consultants should await responses to inquiries prior to delivering their submittal. City response will be by email. All submitting Consultants shall provide the city with their email address.

10. Use of Sub-consultants

Various Consultants may wish to combine resources in responding to the RFQ. In such instances, the City requires the designation of a prime Consultant, accountable for the entire proposal submittal, including the contract agreement that may result. Consultants should discuss the work any sub-consultants are to perform and provide similar references for previous service projects where the Consultant/Sub-consultant relationship was the same as proposed for this project.

11. Notification of Withdrawal of Submittal

Consultant may modify or withdraw their submittal prior to the date and time specified for submittal submission by an authorized representative of that organization or by formal written notice. Submittals will become the property of the City of Gilroy after the submission deadline.

12. Safety

Safety of city workers, the Consultant's workers and the general public is of primary importance to the city. The Consultant and all sub-Consultants (if any) must adhere to all applicable federal, state, and city rules, regulations, and policies related to the safe execution of the work to be performed. This includes the use of proper safety gear (e.g., eye protection, hearing protection, reflective safety vests, etc.), and traffic control measures as per the Manual of Uniform Traffic Control Devices (latest edition), or other regulations as applicable. The city reserves the right to halt work in the event safety rules/regulations are not being followed until corrected to the satisfaction of city.

13. Licenses

In addition to all other requirements set forth in the Contract, the successful Consultant to whom the contract is awarded must obtain and keep in force throughout the progress of the service, a valid City of Gilroy Business License issued by the City of Gilroy prior to or concurrently with delivery of the executed agreement to the successful Consultant.

14. Contract Period

The pre-approval period, once approved by the City Council, is proposed for up to 3 years. The city may request and/or grant a up to two 1-year extensions through an amendment to the Agreement for Services.

15. Future Proposal Request Process

For locally funded projects, proposals will be requested in conformance with the City's purchasing policy.

16. Protests

Any complaints or perceived inequities related to this RFP shall be made in writing and

directed to the Issuing Office at the address listed above in accordance with City Purchasing Policy Procedure 17. This policy may be found on the City's website at: <http://www.cityofgilroy.org/DocumentCenter/View/9641/Purchasing-Policy-and-Protest-Procedures>

17. RFQ Questions

Direct questions regarding this RFQ, via email, no later than **Monday, November 25, 2019 at 2:00 PM** to the following:

Julie Oates, Engineer I
(408) 846-0413
julie.oates@cityofgilroy.org

**ATTACHMENT A - CONTRACT REQUIREMENTS
ACKNOWLEDGEMENT**

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached SOQ; that I have read the sample Agreement for Services, including the insurance & indemnification requirements contained therein, and hereby state that I understand and am willing to abide by, and can meet the requirements of the contract, including insurance and indemnification requirements, without modification thereto, should my firm be selected for a project or projects based on my qualifications and proposal, assuming a mutually agreeable scope, fee, and schedule has been established.

Signed this _____ day of _____, 2019

By _____

Title: _____

**ATTACHMENT B - SAMPLE AGREEMENT FOR SERVICES
CONTRACT**

AGREEMENT FOR SERVICES

(For design professional contracts over \$5,000)*

*This contract is subject to change at the discretion of the City of Gilroy

AGREEMENT FOR SERVICES
(For design professional contracts over \$5,000)

This AGREEMENT made this _____ day of _____, 20____ between:

CITY: City of Gilroy, having a principal place of business at
7351 Rosanna Street, Gilroy, California

and CONSULTANT: _____, having a principal place of business at _____.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on _____ and will continue in effect through _____ unless terminated in accordance with the provisions of **Article 7** of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that CONSULTANT is an independent contractor and not an employee, agent, joint venturer or partner of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT or any employee or agent of CONSULTANT. Both parties acknowledge that CONSULTANT is not an employee for state or federal tax purposes. CONSULTANT shall not be entitled to any of the rights or benefits afforded to CITY'S employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement benefits or any other employment benefits. CONSULTANT shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

CONSULTANT agrees to: perform the services as outlined in **Exhibit "A"** ("Specific Provisions") and **Exhibit "B"** ("Scope of Services") within the time periods described in and **Exhibit "C"** ("Milestone Schedule").

B. Method of Performing Services

CONSULTANT shall determine the method, details and means of performing the above-described services. CITY shall have no right to, and shall not, control the manner or determine the method of accomplishing CONSULTANT'S services.

C. Employment of Assistants

CONSULTANT may, at the CONSULTANT'S own expense, employ such assistants as CONSULTANT deems necessary to perform the services required of CONSULTANT by this

Agreement, subject to the prohibition against assignment and subcontracting contained in **Article 5** below. CITY may not control, direct, or supervise CONSULTANT'S assistants in the performance of those services. CONSULTANT assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholding.

D. Place of Work

CONSULTANT shall perform the services required by this Agreement at any place or location and at such times as CONSULTANT shall determine is necessary to properly and timely perform CONSULTANT'S services.

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"**. In no event however shall the total compensation paid to CONSULTANT exceed _____.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

Payment shall be due according to the payment schedule set forth in **Exhibit "D"**. No payment will be made unless CONSULTANT has first provided City with a written receipt of invoice describing the work performed and any approved direct expenses (as provided for in **Exhibit "A", Section IV**) incurred during the preceding period. If CITY objects to all or any portion of any invoice, CITY shall notify CONSULTANT of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a default or breach of this Agreement for CITY not to pay any invoiced amounts to which it has objected until the objection has been resolved by mutual agreement of the parties.

D. Expenses

CONSULTANT shall be responsible for all costs and expenses incident to the performance of services for CITY, including but not limited to, all costs of equipment used or provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT'S costs of doing business. CITY shall not be responsible for any expenses incurred by CONSULTANT in performing services for CITY, except for those expenses constituting "direct expenses" referenced on Exhibit "A."

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

CONSULTANT shall supply all tools and instrumentalities required to perform the services under this Agreement at its sole cost and expense. CONSULTANT is not required to purchase or rent any tools, equipment or services from CITY.

B. Workers' Compensation

CONSULTANT agrees to provide workers' compensation insurance for CONSULTANT'S employees and agents and agrees to hold harmless, defend with counsel acceptable to CITY and indemnify CITY, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising out of any injury, disability, or death of any of CONSULTANT'S employees.

C. Indemnification of Liability, Duty to Defend

1. As to professional liability, to the fullest extent permitted by law, CONSULTANT shall defend, through counsel approved by CITY (which approval shall not be unreasonably withheld), indemnify and hold harmless CITY, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, to the extent arising or resulting directly or indirectly from any willful or negligent acts, errors or omissions of CONSULTANT or CONSULTANT'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

2. As to other liability, to the fullest extent permitted by law, CONSULTANT shall defend, through counsel approved by CITY (which approval shall not be unreasonably withheld), indemnify and hold harmless CITY, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising or resulting directly or indirectly from any act or omission of CONSULTANT or CONSULTANT'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

D. Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum coverage of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate; provided however, Professional Liability Insurance written on a claims made basis must comply

with the requirements set forth below. Professional Liability Insurance written on a claims made basis (including without limitation the initial policy obtained and all subsequent policies purchased as renewals or replacements) must show the retroactive date, and the retroactive date must be before the earlier of the effective date of the contract or the beginning of the contract work. Claims made Professional Liability Insurance must be maintained, and written evidence of insurance must be provided, for at least five (5) years after the completion of the contract work. If claims made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the earlier of the effective date of the contract or the beginning of the contract work, CONSULTANT must purchase so called "extended reporting" or "tail" coverage for a minimum of five (5) years after completion of work, which must also show a retroactive date that is before the earlier of the effective date of the contract or the beginning of the contract work. As a condition precedent to CITY'S obligations under this Agreement, CONSULTANT shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

E. Assignment

Notwithstanding any other provision of this Agreement, neither this Agreement nor any duties or obligations of CONSULTANT under this Agreement may be assigned or subcontracted by CONSULTANT without the prior written consent of CITY, which CITY may withhold in its sole and absolute discretion.

F. State and Federal Taxes

As CONSULTANT is not CITY'S employee, CONSULTANT shall be responsible for paying all required state and federal taxes. Without limiting the foregoing, CONSULTANT acknowledges and agrees that:

- CITY will not withhold FICA (Social Security) from CONSULTANT'S payments;
- CITY will not make state or federal unemployment insurance contributions on CONSULTANT'S behalf;
- CITY will not withhold state or federal income tax from payment to CONSULTANT;
- CITY will not make disability insurance contributions on behalf of CONSULTANT;
- CITY will not obtain workers' compensation insurance on behalf of CONSULTANT.

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY agrees to respond to all reasonable requests of CONSULTANT and provide access, at reasonable times following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of CONSULTANT'S duties under this Agreement.

B. Assignment

CITY may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of CONSULTANT. Such assignment shall not release CONSULTANT from any of CONSULTANT'S duties or obligations under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

A. Sale of Consultant's Business/ Death of Consultant.

CONSULTANT shall notify CITY of the proposed sale of CONSULTANT's business no later than thirty (30) days prior to any such sale. CITY shall have the option of terminating this Agreement within thirty (30) days after receiving such notice of sale. Any such CITY termination pursuant to this **Article 7.A** shall be in writing and sent to the address for notices to CONSULTANT set forth in **Exhibit A, Subsection V.I.**, no later than thirty (30) days after CITY' receipt of such notice of sale.

If CONSULTANT is an individual, this Agreement shall be deemed automatically terminated upon death of CONSULTANT.

B. Termination by City for Default of Consultant

Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, CITY, at CITY'S option, may terminate this Agreement by giving written notification to CONSULTANT. For the purposes of this section, material breach of this Agreement shall include, but not be limited to the following:

1. CONSULTANT'S failure to professionally and/or timely perform any of the services contemplated by this Agreement.
2. CONSULTANT'S breach of any of its representations, warranties or covenants contained in this Agreement.

CONSULTANT shall be entitled to payment only for work satisfactorily completed through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on Exhibit C" which have been fully, competently and timely rendered by CONSULTANT. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONSULTANT'S default in the performance of this Agreement or material breach by CONSULTANT of any of its provisions, then in addition to any other rights and remedies CITY may have, CONSULTANT shall

reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONSULTANT for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

Should CITY fail to pay CONSULTANT all or any part of the compensation set forth in Article 4 of this Agreement on the date due, then if and only if such nonpayment constitutes a default under this Agreement, CONSULTANT, at the CONSULTANT'S option, may terminate this Agreement if such default is not remedied by CITY within thirty (30) days after demand for such payment is given by CONSULTANT to CITY.

D. Transition after Termination

Upon termination, CONSULTANT shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONSULTANT shall cease such work as soon as it is safe to do so. CONSULTANT shall incur no further expenses in connection with this Agreement. CONSULTANT shall promptly deliver to CITY all work done toward completion of the services required hereunder, and shall act in such a manner as to facilitate any the assumption of CONSULTANT's duties by any new consultant hired by the CITY to complete such services.

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

No amendments, modifications, alterations or changes to the terms of this Agreement shall be effective unless and until made in a writing signed by both parties hereto.

B. Americans with Disabilities Act of 1990

Throughout the term of this Agreement, the CONSULTANT shall use due professional care to comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 ("the Act") in its current form and as it may be amended from time to time. CONSULTANT shall also require such compliance of all subcontractors performing work under this Agreement, subject to the prohibition against assignment and subcontracting contained in Article 5 above. The CONSULTANT shall defend with counsel acceptable to CITY, indemnify and hold harmless the CITY OF GILROY, its officers, employees, agents and representatives from and against all suits, claims, demands, damages, costs, causes of action, losses, liabilities, expenses and fees, including without limitation attorneys' fees, that may arise out of any violations of the Act by the CONSULTANT, its subcontractors, or the officers, employees, agents or representatives of either.

C. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable

attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

The captions and headings of the various sections, paragraphs and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

E. Compliance with Laws

The CONSULTANT shall keep itself informed of all State and National laws and all municipal ordinances and regulations of the CITY which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONSULTANT agrees to observe the provisions of the Municipal Code of the CITY OF GILROY, obligating every contractor or subcontractor under a contract or subcontract to the CITY OF GILROY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

F. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would constitute a conflict of interest in any manner or degree as to the execution or performance of this Agreement.

G. Entire Agreement

This Agreement supersedes any and all prior agreements, whether oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

No other agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and in no way binding upon CITY.

H. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions of any jurisdiction. The exclusive jurisdiction and venue with respect to any and all disputes arising hereunder shall be in state and federal courts located in Santa Clara County, California.

I. Notices

Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in **Exhibit "A", Section V.I.** but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed delivered as of actual receipt; mailed notices will be deemed delivered as of three (3) days after mailing.

J. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

K. Time of the Essence

All dates and times referred to in this Agreement are of the essence.

L. Waiver

CONSULTANT 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.

Executed at Gilroy, California, on the date and year first above written.

CONSULTANT:

By: _____
Name: _____
Title: _____

CITY:

CITY OF GILROY

By: _____
Name: _____
Title: _____

Social Security or Taxpayer
Identification Number _____

Approved as to Form

ATTEST:

City Attorney

City Clerk

EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONSULTANT shall provide the services indicated on the attached **Exhibit "B"**, Scope of Services ("Services"). (All exhibits referenced are incorporated herein by reference.) To accomplish that end, CONSULTANT agrees to assign _____, who will act in the capacity of Project Manager, and who will personally direct such Services.

Except as may be specified elsewhere in this Agreement, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the Services required herein.

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONSULTANT shall commence the Services upon delivery to CONSULTANT of a written "Notice to Proceed", which Notice to Proceed shall be in the form of a written communication from designated City contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, _____ shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONSULTANT or if otherwise delivered as provided in the **Section V.I.** ("Notices") of this **Exhibit "A"**.

B. COMPLETION OF SERVICES

When CITY determines that CONSULTANT has satisfactorily completed all of the Services, CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed all of the Services and, if so requested, CITY shall make this determination within two (2) weeks of such request, or if CITY determines that CONSULTANT has not satisfactorily completed all of such Services, CITY shall so inform CONSULTANT within this two (2) week period.

III. PROGRESS SCHEDULE

The schedule for performance and completion of the Services will be as set forth in the attached **Exhibit "C"**.

IV. PAYMENT OF FEES AND DIRECT EXPENSES

Payments shall be made to CONSULTANT as provided for in **Article 4** of this Agreement.

Direct expenses are charges and fees not included in **Exhibit “B”**. CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. CONSULTANT shall obtain written approval from CITY prior to incurring or billing of direct expenses.

Copies of pertinent financial records, including invoices, will be included with the submission of billing(s) for all direct expenses.

V. OTHER PROVISIONS

A. **CONSULTANT’S SERVICES TO BE APPROVED BY A REGISTERED PROFESSIONAL ENGINEER**

All civil (including structural and geotechnical) engineering plans, calculations, specifications and reports shall be prepared by, or under the responsible charge of, a licensed civil engineer and shall include his or her name and license number. Interim documents shall include a notation as to the intended purpose of the document, such as “preliminary” or “for review only.” All civil engineering plans and specifications that are permitted or that are to be released for construction shall bear the signature and seal of the licensee and the date of signing and sealing or stamping. All final civil engineering calculations and reports shall bear the signature and seal or stamp of the licensee, and the date of signing and sealing or stamping.

B. **STANDARD OF WORKMANSHIP**

CONSULTANT represents and warrants that it has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT’S representations and warranties regarding its skills, qualifications and licenses. CONSULTANT shall perform such Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to CITY. The minimum criteria for acceptance shall be a product of neat appearance, well-organized, 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 purposes.

C. **RESPONSIBILITY OF CONSULTANT**

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. The CITY’S review, acceptance or payment for any of the Services shall not 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 CONSULTANT shall be and remain liable to CITY in accordance with

applicable law for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

D. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, but not limited to, invoices, vouchers, canceled checks, time cards, etc.) of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years (from the date of final payment to CONSULTANT), or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT, all of which shall be made available to CITY at the CITY's offices within five (5) business days after CITY's request.

E. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written and oral information developed or received by or for CONSULTANT and all other written and oral information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT 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 the performance of the such Services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONSULTANT'S disclosure thereof) shall be deemed confidential. CONSULTANT shall not use CITY'S name or insignia, or distribute publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

F. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

G. OWNERSHIP OF MATERIAL.

All material including, but not limited to, computer information, data and source code, 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 CONSULTANT may retain and use copies thereof subject to **Section V.E** of this **Exhibit "A"**.

CITY shall not be limited in any way in its use of said material at any time for any work, whether or not associated with the City project for which the Services are performed.

H. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed or deemed 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 hereunder for any cause whatsoever.

I. NOTICES.

Notices are to be sent as follows:

CITY: _____

CONSULTANT: _____

J. FEDERAL FUNDING REQUIREMENTS.

- If the box to the left of this sentence is checked, this Agreement involves federal funding and the requirements of this **Section V.J.** apply.
- If the box to the left of this sentence is checked, this Agreement does not involve federal funding and the requirements of this **Section V.J.** do not apply.

1. DBE Program

CONSULTANT shall comply with the requirements of Title 49, Part 26, Code of Federal Regulations (49 CFR 26) and the City-adopted Disadvantaged Business Enterprise programs.

2. Cost Principles

Federal Acquisition Regulations in Title 48, CFR 31, shall be used to determine the allowable cost for individual items.

3. Covenant against Contingent Fees

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Local Agency shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

EXHIBIT "B"
SCOPE OF SERVICES

EXHIBIT “C”
MILESTONE SCHEDULE

EXHIBIT "D"
PAYMENT SCHEDULE

ATTACHMENT C - PROGRAM DESCRIPTIONS

BRIDGE DESIGN

SERVICES

The City desires to engage Professional Consulting firms for bridge design services including new bridge design, replacement bridge design, approach roadway design, retaining walls, bridge widening, bridge scour countermeasure, bridge preventive maintenance program, and/or for other bridge project support activities as currently needed for existing projects or as may be needed for future projects.

CONSULTANT MINIMUM QUALIFICATIONS

Consultant shall be a registered Civil Engineer in the State of California and shall have previous experience on similar scope and complexity for the last 10 years. Consultant shall be fully conversant with applicable Federal, State, and Local bridge and roadway design standards, and engineering units of measurement including English and Metric systems. Consultant shall be fully conversant with bridge and roadway improvement drafting standards, with experience preparing plans generally as per Caltrans' "Drafting and Plans Manual" and "CADD Users Manual of Instructions".

PROJECT SCOPE

A. The Consultant will perform the following engineering tasks for a typical bridge design project:

1. Conduct field Investigation, review existing plans and bridge maintenance reports.
2. Prepare conceptual bridge design plans and prepare a type selection report for the City and Caltrans approval. Upon approval, perform the bridge design in accordance with the City/State bridge design standards.
3. Prepare Environmental Studies, Permit Applications, Hydraulic Reports & Geotechnical studies for the project.
4. Prepare 35%, 65%, 95%, 100% & Final Plans, Specifications and Estimates (PS&E) for review by the City and other jurisdictions.
5. Provide coordination with State, Santa Clara Valley Water District (SCVWD), State Fish & Wildlife and other jurisdictional agencies as required for the assigned project (e.g. USACOE, RWQCB, Santa Clara Valley Habitat Agency, etc.)
6. Bridge design shall be based on current AASHTO Bridge Specifications as modified by Caltrans. Caltrans bridge design practices and policies will be the basis for the bridge design.

7. Plans will be prepared according to City standard plans format using Caltrans standards.
8. Technical specifications will be prepared based on current City/Caltrans Standard Specifications and, where applicable, the State Standard Special Provisions. Caltrans test methods are to be specified.
9. Estimate will be based on City/Caltrans practices.
10. Bridge plans, specifications, estimates and design prepared by others shall be reviewed for completeness and accuracy.
11. Provide support during the bidding process and construction of the project.
12. Prepare As-Built plans after the completion of the project.

B. Following are typical engineering tasks for Seismic Retrofit Design Projects:

1. Conduct field investigation, review bridge As-Built, and review past inspection reports for bridge projects.
2. Perform Seismic Analysis in accordance with methods approved by Caltrans Division of Structures Earthquake Technology Branch.
3. Present analysis and discuss retrofit recommendations with Caltrans and Agency Staff. The Consultant shall provide the following documents:
 - a. Copies of As-Built plans and bridge description (CADD & hard copy).
 - b. Seismic evaluation procedure.
 - c. Location Map, Ground Acceleration Map.
 - d. Field Investigation and Bridge Status Report.
 - e. Copy of Seismic analysis calculations and computer program input and output.
 - f. Evaluation of existing Geotechnical data (letter report).
 - g. Assessment of existing bridge.
 - h. Recommended retrofit and details.
 - i. Construction Cost estimate for preferred retrofit strategy.
 - j. Schedule and engineering costs needed to implement strategy.
4. Upon approval of recommended strategy, complete final design work (Plans, Specifications & Estimate).

5. Prepare Environmental Studies, Hydraulic Reports & Geotechnical studies for the project.
6. Provide support during the bidding process and construction of the project.
7. Prepare As-built plans after the completion of the project.

BRIDGE REPLACEMENT & REHABILITATION PROJECTS

There are no bridge replacement or rehabilitation projects identified at this time. If required, the consultant services would include bridge design, environmental studies, geotechnical engineering, hydraulic engineering and preparation of a complete set of plans with supporting engineering calculations, technical specifications, quantity/cost estimates and construction engineering support as required.

SEISMIC RETROFIT BRIDGE PROJECTS

There are no projects identified at this time. The consultant services will be to analyze the bridge and develop a strategy for presentation to the Caltrans Seismic Retrofit Strategy Committee for seismic upgrading. Follow up design of the accepted retrofit strategy is to be performed as an additional task for the consultant selected for this project.

POSSIBLE FUTURE AREAS OF NEED

Depending on the resolution of certain legal issues or other funding related issues, the City anticipates the following areas of possible future need for consultant support:

- Scour Countermeasure Projects
- Bridge Preventive Maintenance Program (BPMP)
- Pedestrian bridge condition assessment and possible rehabilitation

ROADWAY & TRAIL DESIGN

SERVICES

The City desires to engage professional consulting firms for roadway and trail design and design support services, and/ or for other roadway project support activities, as currently needed for existing projects or as may be needed for future projects.

CONSULTANTS MINIMUM QUALIFICATIONS

Consultant shall be a registered civil engineer in the State of California, and consultant shall have recent project experience specific to the type of project for which services are desired. Consultant shall be fully conversant with applicable federal, state, and local roadway design standards, and engineering units of measurement including English and metric systems. Consultant shall be fully conversant with roadway improvement drafting standards, with experience preparing plans generally as per Caltrans' "Drafting and Plans Manual" and "CADD Users Manual of Instructions".

PROJECT SCOPE

A. The Consultant will perform the following engineering tasks for a typical roadway and trail design project:

1. Conduct field Investigation, review existing plans.
2. Prepare conceptual design plans and specifications per City and Caltrans standards.
3. Prepare Environmental Studies, Permit Applications, and Geotechnical studies for the project.
4. Prepare 35%, 65%, 95%, 100% & Final Plans, Specifications and Estimates (PS&E) for review by the City and other jurisdictions.
5. Provide coordination with State, Santa Clara Valley Water District (SCVWD), State Fish & Wildlife and other jurisdictional agencies as required for the assigned project (e.g. USACOE, RWQCB, Santa Clara Valley Habitat Agency, etc.)
6. Estimate will be based on City/Caltrans practices.
7. Provide support during the bidding process and construction of the project.
8. Prepare As-Built plans after the completion of the project.

GENERAL AREAS OF EXPERTISE

Consultant shall have knowledge of civil engineering principles and practices relating to the design of roadway and trails, with specific knowledge and design experience related to any/ or all of the following:

- Roadway/ trail alignment and geometry
- Earthworks
- Pavement structural section
- Intersections at grade
- Drainage
- Construction staging, traffic handling, overhead and roadside signage, and pavement delineation
- Pedestrian and bicycle facilities
- Pavement repair, rehabilitation and maintenance strategies
- Understanding of RWQCB permitting requirements for specific regions. Some examples of RWQCB permits are: General Construction Permit, Municipal Regional Permit, and Phase II Permit.
- Develop SWPPP and Post-Construction BMPs (e.g. E-12/etc.) per RWQCB permitting requirements. SWPPP and Post-Construction BMPs must be developed by a certified, qualified, and currently registered QSD.
- Environmental Compliance
- Permit requirements from regulatory agencies

POSSIBLE FUTURE AREAS OF NEED

Depending on the resolution of certain funding related issues and on future conditions not known today, the City anticipates the following areas of possible future need for consultant support:

- Pedestrian improvement projects to existing roadways lacking curb, gutter and/ or sidewalk; or intersection redesign to enhance pedestrian accommodation and safety.
- Pavement management projects, including evaluation of deficiencies and recommendation of repair, rehabilitation and maintenance strategies.
- Level of service improvement projects, including intersection modification/ reconstruction to add travel lanes.
- At-grade intersection reconstruction
- Grade separation projects
- Pedestrian and bicycle facilities including paved and unpaved trails
- Electronic and hand drafting and modification of civil engineering plans, compatible with City standards and software release.

GEOTECHNICAL SERVICES

SERVICES

Soils

1. Research and Data Collection

Review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing Log of Test Boring (LOTB).

2. Field Exploration

Conduct and catalog soil borings

Prepare preliminary report based on borings. These explorations will provide an evaluation of subsurface conditions for the bridge structures.

Classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. Obtain “relatively undisturbed” and bulk samples of substrata from test borings. The borings will be drilled and capped in accordance with the permit requirements.

3. Laboratory Testing

Perform laboratory tests on representative soil samples as moisture density, consolidation, unconfined compression, gradation analyses, corrosion tests and plasticity index test, as necessary.

4. Soils Analysis/Evaluation

Perform engineering analyses and develop design recommendations for the proposed foundations.

5. Prepare Draft Foundation Memo (Type Selection Letter)

Prepare preliminary recommendations for foundations and provide a Type Selection Letter with the LOTB.

6. Support during Design Phase

Review preliminary design plans according to the geotechnical recommendations and advice designers.

7. Support during Construction Phase

Field observation during the construction of the foundation work including pile driving, CIDH pile installation, footing review, or other related work based on design recommendation.

Pavement and Concrete Structures

1. Perform exploratory investigations through pavement coring and structural destructive testing as necessary.
2. Provide necessary findings and/or recommendations report.

ELECTRICAL, TRAFFIC SIGNAL & ITS DESIGN

SERVICES

The City desires to engage professional consulting firms for electrical, signal and intelligent transportation system (ITS) design and/or design support services as may be needed for future projects.

CONSULTANTS MINIMUM QUALIFICATIONS

Consultant shall be a registered civil engineer and traffic engineer in the State of California, and consultant shall have recent project experience specific to the type of project for which services are desired. Consultant shall be fully conversant with applicable federal, state, and local design standards, and engineering units of measurement including English and metric systems. Consultant shall be fully conversant with electrical, signal and ITS improvement drafting standards, with experience preparing plans generally in conformance with Caltrans' "Drafting and Plans Manual" and "CADD Users Manual of Instructions".

GENERAL AREAS OF EXPERTISE

Consultant shall have knowledge of civil and traffic engineering principles and practices relating to the design of roadway geometrics, traffic signal, ITS, safety lighting and other electrical systems, with specific knowledge and design experience related to any of or all of the following:

- Intersection geometrics
- New traffic signals
- Traffic signal modifications
- Rectangular Rapid Flashing Beacons
- Pedestrian and bicycle signal facilities
- Traffic signal video detection technology
- Streetlight facilities
- Traffic signal controller technology
- Signal coordination/synchronization
- CCTV camera and fiber-optic technologies
- Fiber-optic related equipment for video and data transmission
- Changeable message sign technology (for highway application)
- Signal and stop warrant analysis
- Safety Lighting Studies/Analysis

POSSIBLE FUTURE AREAS OF NEED

Depending on the resolution of certain funding related issues and on future conditions not known today, the City anticipates the following areas of possible future need for consultant support:

- Intersection traffic and pedestrian signal improvements to accommodate intersection capacity improvements.
- Intersection curb ramp and traffic signal improvement for ADA compliance

- Coordination/synchronization between cross-street signals.
- Improvements, relocation, expansion of the existing ITS facilities.
- Streetlight improvements citywide.
- Electronic and hand drafting and modification of civil engineering plans, compatible with City standards and software release.

TRAFFIC ENGINEERING

SERVICES

The City desires to engage professional consulting firms to provide traffic engineering services for the City, as currently needed for existing projects or as may be needed for future projects.

CONSULTANTS MINIMUM QUALIFICATIONS

Consultant shall be a registered civil engineer and traffic engineer in the State of California. Consultant shall have recent project experience specific to the type of project for which services are desired. Consultant shall be fully conversant with transportation engineering and traffic engineering practices, procedures, and processes.

GENERAL AREAS OF EXPERTISE

Consultant shall have knowledge of transportation/traffic engineering principles and practices relating to developing comprehensive corridor level and systemwide plans and studies for highways and streets, with specific knowledge and experience related to all of the following:

- Traffic Improvement Study for corridors with significant vehicular congestions and delays during commute hours
- Traffic Signal Systems/Analysis
- Traffic Signal Timing , re-timing, and fine tuning of signal coordination plans
- Collection and processing of bi-directional average daily traffic counts and turning movement counts
- Volume, speed, and vehicle classification counts
- Safety Studies for Safe Route to School for bikers and pedestrian
- Traffic Operation and ITS; Traffic Collision Analysis
- Traffic Calming Studies/Neighborhood Traffic Studies
- Public Participation/Outreach
- Corridor Capacity Analysis
- Transportation Impact Analysis (TIA)
- Intersection Level-of-Service (LOS) and Vehicle Miles Travel (VMT) Analysis
- Traffic Parking Studies
- Traffic Speed Validation Studies/Engineering Traffic Survey (Speed Survey)

Depending on the scope of the transportation planning project, expertise in the following disciplines may also be required:

- Bicycle and Pedestrian Planning and Design
- Traffic Management Plans
- Conceptual design and cost estimating
- Transportation Demand Management
- Highway/Multi-Modal Traffic Models
- Traffic Demand Studies/Modeling/Simulation
- LOS to VMT analysis
- GIS

ENVIRONMENTAL COMPLIANCE

SCOPE OF WORK

Consultant shall prepare the required environmental documents and analyses to comply with the California Environmental Quality Act (CEQA), and where appropriate the National Environmental Policy Act (NEPA), on various projects as may be undertaken by work groups in different branches within the City. Consultant shall provide technical assistance as needed in the processing, reproduction, and distribution of the CEQA and NEPA documents. Consultant may also be requested to prepare a mitigation checklist and review construction documents to ensure and validate that mitigations are provided.

Consultant shall, where needed and requested, provide assistance in the identification of needed permits from local, regional, state, and/ or federal resource agencies, and shall assist in coordination, preparation of applications and other supporting documentation as needed to obtain the necessary permits.

Consultant shall develop Storm Water Pollution Prevention Plan (SWPPP) for construction projects that meet the E-12 criteria as per the Regional Water Quality Control Board for the applicable region.

Consultant shall provide Post-Construction BMPs design for projects that met the E-12 criteria as per the Regional Water Quality Control Board for the applicable region.

All consultant's work products related to RWQCB permits (e.g. E-12/etc.) shall be performed by a certified, qualified, and currently registered QSD.

Consultant shall be provided with all relevant information as to the scope and description of the project to be reviewed under CEQA and NEPA, including project location, mapping, plans, studies, schedule, etc.

Services shall be provided on an as-needed basis, upon written request of City staff. Timeline and fee shall be subject to agreement by City staff. All work shall be approved by a single City contact, so as to avoid over commitment of Consultant budget.

UTILITY INFRASTRUCTURE IMPROVEMENT

SERVICES

The City desires to engage professional consulting firms for utility infrastructure improvements including design and engineering services for water distribution, storm drain/stormwater, and wastewater collection system as may be needed for future projects. Also, to prepare and update sanitary sewer master plan, water system master plan, and storm drain master plan.

CONSULTANTS MINIMUM QUALIFICATIONS

Consultant shall be a registered civil engineer in the State of California, and consultant shall have recent project experience specific to the type of project for which services are desired. Consultant shall be fully conversant with applicable federal, state, and local design standards, and engineering units of measurement including English and metric systems. Consultant shall be fully conversant with sewer, water, storm drain improvement, with experience preparing plans generally as per Caltrans' "Drafting and Plans Manual" and "CADD Users Manual of Instructions".

PROJECT SCOPE

A. The Consultant will perform the following engineering tasks for a typical utility infrastructure improvement design project:

- Conduct field investigation, review existing plans.
- Prepare conceptual design plans and specifications per City and Caltrans standards.
- Prepare Environmental Studies, Permit Applications, and Geotechnical studies for the project.
- Prepare 35%, 65%, 95%, 100% & Final Plans, Specifications and Estimates (PS&E) for review by the City and other jurisdictions.
- Provide coordination with State, Santa Clara Valley Water District (SCVWD), State Fish & Wildlife and other jurisdictional agencies as required for the assigned project (e.g. USACOE, RWQCB, Santa Clara Valley Habitat Agency, etc.)
- Estimate will be based on City/Caltrans practices.
- Provide support during the bidding process and construction of the project.
- Prepare As-Built plans after the completion of the project.

GENERAL AREAS OF EXPERTISE

Consultant shall have knowledge of civil engineering principles and practices relating to the design of utility infrastructure improvements, with specific knowledge and design experience related to any/ or all of the following:

- Review As-Built, Master Plans, and existing conditions
- Site analysis and field investigation to be summarized in a geotechnical report, which will provide recommendations for earthwork, including excavation, shoring and dewatering (if necessary), material for engineering fill and compaction of backfill
- Preliminary investigation, topographic Survey and base mapping
- Data collection that includes gathering of all existing utility information from City and Utility agencies within the public right of way
- Review the utilities Master Plans
- Modeling or capacity study
- Potholing
- Understanding of RWQCB permitting requirements for specific regions. Some examples of RWQCB permits are: General Construction Permit, Municipal Regional Permit, and Phase II Permit.
- Develop SWPPP and Post-Construction BMPs (e.g. E-12/etc.) per RWQCB permitting requirements. SWPPP and Post-Construction BMPs must be developed by a certified, qualified, and currently registered QSD.
- Environmental Compliance
- Permit requirements from regulatory agencies

TRANSPORTATION PLANNING AND PUBLIC OUTREACH

SERVICES

The City desires to engage professional consulting firms to provide assistance on various plans and projects for which outside expertise is necessary. Services may include assistance with corridor plans and studies; providing expertise related to Senate Bill 743; transportation impact analyses, feasibility studies and related modeling, private project development review; CEQA/NEPA analysis; data collection and analysis; assistance with fund tracking and grant applications; design and analytical software programs in engineering or planning for research, development of standards, capital improvement planning, recordkeeping, education, and training. Assistance with the management and execution of project-specific public involvement activities is also desired. Examples include but are not limited to meeting facilitation, public notification and comment/response management, development of web/print materials for public distribution, webpage development and/or hosting for project status updates/travel delays, etc.

CONSULTANTS MINIMUM QUALIFICATIONS

Consultant shall have recent project experience specific to the type of project for which services are desired. Consultant shall be fully conversant with transportation planning, traffic engineering, traffic modeling and analysis, civil engineering, geographic information systems, and public outreach/participation processes and possess familiarity with federal, state, and local funding sources.

GENERAL AREAS OF EXPERTISE

Consultant shall have knowledge of transportation planning principles and practices relating to developing comprehensive corridor level and system wide plans and studies for highways and streets, active transportation modes with specific knowledge and experience related to all of the following:

- Transportation Planning
- General Plan and Master Plan preparation support
- Active Transportation Planning
- Traffic Engineering
- Traffic Demand Modeling
- Civil Engineering
- Public Outreach and Facilitation

Depending on the scope of the transportation planning project, expertise in the following disciplines may also be required:

- Structural Engineering
- Noise Consulting
- Transportation Funding and Policy
- Landscape Architecture
- Land Use Planning

POSSIBLE FUTURE AREAS OF NEED

Firms selected to be on the on-call list will be expected to provide various transportation-related services, in combination or in a specialized area. Scope of services may include but are not limited to, those listed below:

1. Grants and Funding

- Funding pursuits, applications
- Programming of funds
- Governmental internal and external agency review/coordination
- Fund analysis and monitoring expenditures, developing reports as needed
- Yearly audit and grant reporting
- Advisement on Bonding, Infrastructure Development Funds and other financing mechanisms

2. Planning and Policy

- Assist with developing citywide plans related to biking, walking, and integration with transit and emerging technologies
- Review external agencies' plans and policies for conformance with City plans and policies
- Prepare feasibility studies and traffic studies
- Prepare corridor plans with plan-level conceptual design
- Prepare and/or review transportation studies and environmental impact documents
- Provide transportation review related to private land use development
- Prepare educational materials
- Manage and execute public events and outreach
- Facilitate public meetings
- Develop web-based tools for engagement and/or analysis
- Use graphic information systems for integrating internal data and publishing/mapping it to the web for internal and external use, education, and reference
- Train staff in advanced computer modeling or analysis; assist in development of applications tailored to the City's needs
- Review and coordination with other governmental agencies

3. Data Collection and Analysis

- Provide vehicle, truck, pedestrian, bicycle counts, including turning movement counts
- Provide average daily traffic, including pedestrian, bicyclist and transit rider counts
- Provide vehicle classification counts, including trucks/delivery, bike share and car share
- Provide crash and injury analysis, and counter-measure identification
- Provide data and research on traffic signal systems for all modes – consider operations, mobility, safety, efficiency and energy usage
- Provide transportation circulation data, vehicle miles traveled, delay and queuing
- Assess roadway conditions and striping plans

- Perform origin-destination surveys

4. Project Development

- Develop design criteria/principles/guidelines
- Provide schematic design, evaluation, and alternatives for Complete Streets projects
- Develop concept plans, maps, and diagrams
- Develop phasing plans and rough cost estimates
- Provide topographic surveys
- Provide project scheduling assistance
- Prepare plans from concept to 35% design

CONSTRUCTION INSPECTION SERVICES

SERVICES

The City desires to engage professional consulting firms for inspection services in projects related to Utilities, Highways, Streets, Bridge Structures, SWPPP, or Land Development , as currently needed for existing projects or as may be needed for future projects.

CONSULTANTS MINIMUM QUALIFICATIONS

Consultant shall have recent project experience specific to the type of project for which services are desired. Consultant shall be fully conversant with applicable federal, state, and local roadway & structural design standards, and engineering units of measurement including English and metric systems. Consultant shall be fully conversant with roadway improvement & structural design standards, and the City's and Caltrans Standard specifications for materials and construction.

Consultant shall practice the knowledge, skills and abilities required to perform the function normally acquired through training and experience equivalent to completion of high school and six years of increasingly responsible technical engineering/construction inspection work, including two years at the level of Construction Inspector in Santa Clara County, or equivalent.

College level training in engineering or related subjects pertinent to the work performed may be substituted on a year-to-year basis for no more than two years of the required experience, provided that no substitution is permitted for the required two years of experience at the level of Construction Inspector.

GENERAL AREAS OF EXPERTISE

Consultant shall have knowledge of civil engineering principles and construction practices relating to the construction of either of the following areas: Utilities, Highways, Streets, Bridge Structures, SWPPP, and Land Development with specific knowledge and experience related to any/ or all of the following:

- Roadway alignment and geometry
- Earthworks
- Pavement structural section
- Intersections at grade
- Utilities construction and installation
- Drainage
- Construction staging, traffic handling, overhead and roadside signage, and pavement delineation
- Pedestrian and bicycle facilities
- Pavement repair, rehabilitation and maintenance strategies
- Understanding of RWQCB permitting requirements for specific regions. Some examples of RWQCB permits are: General Construction Permit, Municipal Regional Permit, and Phase II Permit.

- Inspecting SWPPP and Post-Construction BMPs (e.g. E-12/etc.) per RWQCB permitting requirements. SWPPP and Post-Construction BMPs must be developed by a certified, qualified, and currently registered QSD.
- Construction and inspection practices, procedures and techniques
- Principles, practices, techniques and terminology of engineering and construction
- Engineering mathematics and its application to construction inspection work
- Construction methods, materials and equipment
- Principles of supervision and training
- Safety practices in the construction industry

Ability to:

- Inspect construction on large and complex projects and enforce compliance with plans, specifications and codes
- Meet and consult with engineers, contractors and their representatives on difficult construction matters
- Effectively resolve and coordinate problems with construction and engineering personnel
- Read and interpret engineering and architectural plans, specifications, laws, ordinance and appropriate codes
- Plan, organize and supervise the work of others
- Review and evaluate unusual field conditions not specified in plans and specifications
- Make field engineering estimates and calculations
- Collect and analyze data and prepare accurate and detailed reports, records and letters
- Measure and calculate quantities accurately for preparation of progress payments
- Document inspection observations and deficiencies in a regular and organized manner

POSSIBLE FUTURE AREAS OF NEED

Depending on the resolution of certain funding related issues and on future conditions not known today, the City anticipates the following areas of possible future need for consultant support:

Foundation Concrete, Building Concrete and Site Concrete

- Verification of mix designs and certifications of compliance.
- Compaction testing of aggregate base course, crushed rock, pea gravel and/or sand.
- Testing of material samples, including but not limited to aggregate base, aggregate and cement.
- Concrete batch plant inspections
- Verification of size, type, grade and placement of reinforcement steel, including welding inspection if applicable.
- Perform bend and tensile testing of reinforcing steel.
- Verification of size, type and placement of reinforcement steel
- Verification of concrete placement and curing, including placing sequence.
- Concrete cylinder and slump tests including handling, and delivery, and testing of cylinders.

- Verification of surface finish tolerances (FF and FL).
- Grout sampling at steel baseplates.
- Observe curing operations

Concrete Reinforcing Steel

- Verification of all reinforcing steel placement, material tags, mill reports, installation methods, clearances, connections and laps.
- Mechanical couplers size, placement, and tension tests.
- Welding

Post-Tensioned Concrete

- Tendon placement and count
- Anchorage devices and associated reinforcement
- Tendon stressing operations

Anchors and Dowels in Resin

- Fabrication Anchor hole placements, size, and clean-out
- Resin type and placement
- Tension load tests of placed and cured resin anchors

Shotcrete

- Test panels
- Test panel cores and associated laboratory testing
- Shotcrete placement
- Concrete sampling
- Concrete testing

Expansion Anchors

- Anchor hole placements, size and clean-out
- Resin type and placement
- Tension load tests of placed and cured resin anchors.

Structural Steel, Miscellaneous Metal and Prefabricated Metal Stairs

- Fabrication plant inspections – Monitor fabrication operations and verify welder certifications, welding procedures, shop inspections per applicable codes and standards, testing per chapter 17 of the C.B.C., and Contractor’s quality control records.
- Review certified mill analysis reports.
- Field inspections – Review and verify proper qualification of welders and proper W.P.S.s per AWS D1.1., magnetic particle testing, and ultrasonic testing of field welds.
- Metal decking –Review and verify proper qualification of welders, WPSs, and observe qualifying testing of material per AWS D1.3. Inspect installation of nelson studs and testing of nelson studs.
- Metal fabrications—inspect field welding as specified.
- Bolting—observe and inspect bolts, including high strength bolts, per AISC and the Structural Bolting Handbook.

- Review deformed bar anchors.

Portland Cement Concrete

- Slump test
- Air test
- Sampling for compression testing

Soils

- General site grading
- Backfill and compaction of site utilities
- Review Building pad and road sections

Paving

- Traffic control plans
- Subgrade preparation and compaction
- Subbase and base compaction and grade
- Surface course placement, temperature, compaction, and profile
- Pavement preparation for signing and marking; final marking and striping quality
- Collect and review material tickets and submittals

Other:

- Identify items that may have been omitted and should be included as part of scope.