

TOWN OF LOS GATOS
DEPARTMENT OF PARKS AND PUBLIC WORKS
41 MILES DRIVE, LOS GATOS, CA 95030

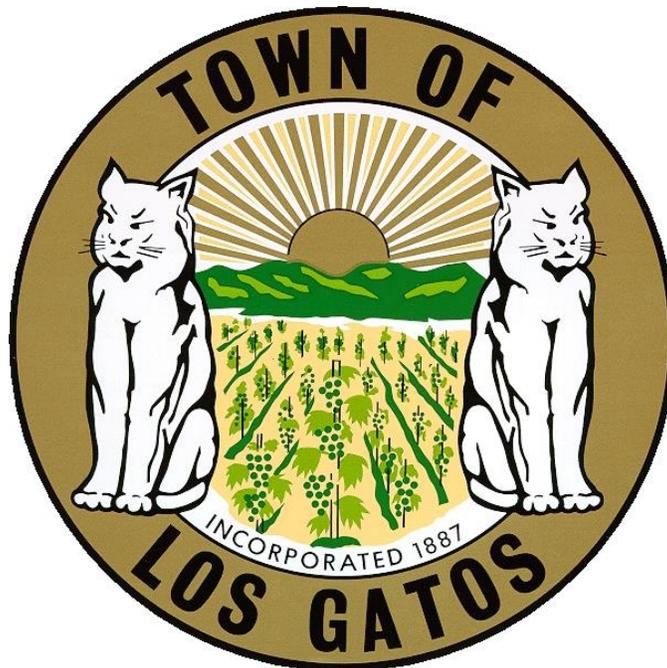
REQUEST FOR PROPOSAL
FOR DESIGN PROFESSIONAL SERVICES (Revised)

ALMOND GROVE STREET RECONSTRUCTION PROJECT
Town Project # 13-31

PROPOSAL SUBMITTAL DEADLINE:

DATE: December 18, 2015 (Friday)
TIME: 1:00 P.M.
LOCATION: 41 Miles Drive, Los Gatos, CA
Department of Parks and Public Works

PROJECT MANAGER: Tom Supan (408) 399-5770
tsupan@losgatosca.gov (Preferred)



REQUEST FOR PROPOSAL

FOR PROFESSIONAL DESIGN SERVICES

ALMOND GROVE STREET RECONSTRUCTION PROJECT

Town Project # 13-31

1. INTRODUCTION

The Town of Los Gatos (“Town”) is seeking proposals from qualified firms to provide design professional services. The selected proposer will be expected to deliver complete, high-quality services and products, and to consult and work with Town staff and others who are involved with the Project. Minimum requirements of firms and detailed description of required services are included in Attachment A, “Scope of Services.”

2. ATTACHMENTS

The attachments below are included with this Request for Proposals (“RFP”). The items identified with an asterisk (*) must be completed, signed by the appropriate representative of the company, and returned with the submittal.

Attachment A – Scope of Services

Attachment B – Proposer’s Information Form*

Attachment C – Agreement for Services

Attachment D – Cost Proposal Format*

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Conference: None

3.2 Examination of Proposal Documents.

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

3.2.1 Have carefully read and fully understand the information that was provided by the Town to serve as the basis for submission of this proposal.

3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.

3.2.3 Represent that all information contained in the proposal is true and correct.

3.2.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.

3.2.5 Acknowledge that the Town has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the Town permission to make these inquiries, and to provide any and all related documentation in a timely manner.

3.3 No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.

3.4 Questions.

Any questions by the Proposer regarding this RFP or the project must be put in writing and received by the Town no later than 3:00 p.m. on Monday, December 14, 2015. Correspondence shall be addressed to:

Tom Supan, Project Manager
Department of Parks and Public Works
41 Miles Drive
Los Gatos, CA, 95030
Telephone: (408) 399-5770
E-mail: tsupan@losgatosca.gov (Preferred)

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

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

3.5 Addenda.

Any addenda issued by Town shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer.

3.6 Submission of Proposals:

All proposals shall be submitted to:

Lisa Petersen, Town Engineer
Town of Los Gatos
Department of Parks and Public Works
41 Miles Drive
Los Gatos, CA 95030

Please note that faxes, electronic submissions, or any media other than hard copies are not acceptable.

Proposals must be delivered no later than **1:00 p.m. on Friday, December 18, 2015**. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit five (5) copies of its proposal in a sealed envelope, including one (1) original, clearly marked "**Original**", plus an electronic version that does not include the cost proposal, addressed as noted above, bearing the Proposer's name and address clearly marked, "**PROPOSAL FOR ALMOND GROVE STREET RECONSTRUCTION PROJECT**"

3.7 Withdrawal of Proposals.

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

4. RIGHTS OF THE TOWN OF LOS GATOS

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

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

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

5. RFP TIMELINE

The RFP Timeline is as follows:

RFP Send Out	November 18, 2015
Question Cutoff	December 14, 2015 3 PM
Proposals due	December 18, 2015 1 PM
Town completes proposal review	January 13, 2016
Oral Interview with short listed Consultants	Week of January 18, 2016
Town selects successful proposal and Negotiates Agreement	Week of January 25, 2016
Town Council approves successful proposal and award of Agreement	February 16, 2016

The Town reserves the right to add, remove or combine steps in the timeline, and/or compress or extend the timeline as the Town, in its sole discretion, sees fit.

6. INFORMATION TO BE SUBMITTED

These guidelines govern the format and content of the proposal, and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer’s understanding of the Town’s requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not related to the RFP and proposal, e.g., generalized brochures, marketing material, etc., will not be considered in the evaluation.

All proposals shall address the following items. The proposals must address the items in the order listed below, and shall be numbered 1 through 8 in the proposal document. Please include a Table of Contents preceding the Chapters.

Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages, including the separate sheet.

Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm, including firm name, address, phone number, email address and primary contact person; brief firm history, including the current permanent staff size as well as local organization structure; and, a discussion of the firm's financial stability, capacity and resources.

Additionally, this section shall include a listing of any claim, lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer either as a consultant or subconsultant or by its subconsultants where litigation is still pending or has occurred within the last five years, or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five (5) years.

Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Proposer's qualifications and previous experience supplying like services and/or equipment to similar public agencies. Include all areas of expertise, scope of services provided, and relevant experience, including description of each project, role of professional for that project and date completed. Include product provided, the total project cost, the period over which the provision and training was completed, and the name, title, phone number and email address of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project. Provide a description of firm's QA/QC program.

Five (5) references from clients with similar projects must be submitted along with the names and telephone numbers of contact persons.

Chapter 4 –Product Description, Work Plan or Proposal

This Chapter shall present a well-articulated service plan. Include a full description of major services provided, tasks and subtasks. This section of the proposal shall establish that the Proposer understands the Town's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services, providing the required product and the firm's ability to meet the Town's schedule, outlining the approach that would be undertaken in providing the requested services. Describe the project understanding, detailed project approach and methodology. List specific proposed services and support and training services to be provided.

Chapter 5 – Project Schedule

This Chapter shall include a projected timeline for completing the project including the start date, permit approvals, environmental clearance approval, deliverables, and shall indicate completion dates from date the Notice to Proceed (NTP) is given. Project Schedule should allow for bidding next set of streets for construction in spring of 2017 as shown in the construction schedules on page 9 of this RFP. Consultant shall provide an option that allows for an alternative schedule that would provide for design completion and

bidding of all the remaining concrete streets in the spring of 2017. If additional costs will be incurred for this alternative schedule, these costs should be discussed and provided in the alternative schedule discussion.

Chapter 6 – Project Staffing

This Chapter shall discuss how the Proposer would staff this project. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal. Include proposed project management structure, including identification of the project consultant and individuals that will be assigned to the project.

Chapter 7 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to the Town’s RFP conditions, requirements and agreement. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in Attachment C, “Agreement for Services.” Items not excepted will not be open to later negotiation.

Chapter 8 – Proposal Costs Sheet and Rates

This Chapter shall include the proposed costs to provide the services desired. Include any cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the Town. Attachment D, “Sample Cost Proposal Format,” is included and should be used by all Proposers. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work. The cost of the project, including the total hours and hourly rates by staff classification, and the resulting all-inclusive fee for the project must be included. Fees must include all anticipated costs, including travel, per diem, and out of pocket expenses. Please note the Town of Los Gatos does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits. Any cost required to provide for the alternative schedule discussed under Chapter 5 should be included in Chapter 5. Do not include these costs in Chapter 8.

7. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this RFP, if awarded, will be an Agreement for Services. The method of payment to the successful Proposer shall be for services provided based on established rates for services with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the Town as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, materials, delivery, transportation, communications, and any subcontracted items of work.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for each proposed change, as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take exceptions to the proposed Agreement may be determined by the Town, at its sole discretion, to be unacceptable and no longer considered for award.

8. INSURANCE REQUIREMENTS

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Town of Los Gatos as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by the Town of Los Gatos. The selected Proposer agrees to provide the Town with a copy of said policies, certificates and/or endorsement upon award of Agreement.

9. REVIEW AND SELECTION PROCESS - EVALUATION CRITERIA

Town staff will evaluate the proposals provided in response to this RFP based on the following criteria:

- Quality and completeness of proposal;
- Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- Proposer's experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity;
- Cost to the Town;
- Proposer's financial stability and length of time in business;
- Proposer's ability to perform the work within the time specified;
- Proposer's prior record of performance with Town or others;
- Proposer's ability to provide future records, reports, data and/or services; and
- Proposer's compliance with applicable laws, regulations, policies (including Town Council policies), guidelines and orders governing prior or existing contracts performed by the consultant.
- Oral presentation will be required for Finalist. Time limit and schedule to be provided to the Finalist for this presentation.

10. PUBLIC NATURE OF PROPOSAL MATERIAL

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

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Los Gatos may determine, in its sole discretion that the information that a Proposer submits is not a trade secret. If a

request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the Town shall provide the Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer's sole expense.

11. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

12. DISQUALIFICATION

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

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the Town;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Proposer’s inability to successfully complete the responsibilities and obligations of the proposal; and
- Proposer’s default under any previous agreement with the Town.

13. NON-CONFORMING PROPOSAL

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

14. GRATUITIES

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

15. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- 15.1 The consultant or other entity who works on the procurement will be precluded from submitting proposals or bids as a prime consultant or subconsultant.
- 15.2 The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Proposer.

ATTACHMENT A

Scope of Services

A. PROJECT BACKGROUND

The Town of Los Gatos as part of the improvements to the downtown area and its neighborhoods will undertake the reconstruction of 10 concrete streets (as shown in Exhibit #1) in the Almond Grove historic district. The aging process and deferred maintenance over the decades has deteriorated these streets to a point beyond repair and this project will reconstruct these streets. Plans and specifications for the Phase 1 work for the reconstruction of Broadway and Bachman Avenue is currently being prepared for bidding by NCE, and is planned to be constructed in summer 2016. Broadway and Bachman are not part of the scope of this contract. Design for the reconstruction of the remaining 8 streets are part of this scope and are identified in Exhibit #1. As part of the NCE contract, Tait Avenue was designed to 70% completion. The design information for Tait Avenue will be made available to the selected consultant. This information includes completed survey, utility verification, 70% plans, specifications and engineer's estimate. The selected design consultant shall bring the Tait Avenue plans to 100% design completion which will include a relocation of the curb line. There has been no design work on the remaining 7 streets.

All of the existing curb & gutter and driveway approaches will be replaced on Broadway and Bachman in order to change from an 8"-10" curb face to a standard 6' curb, to avoid utility conflicts. The selected design consultant will need to evaluate the utility locations as well as the curb & gutter and driveway approach condition to determine replacement needs on the remaining 8 streets. Extensive utility conflicts may require the installation of standard 6" curb & gutter.

The selected consulting firm will design all of the street improvements projects at this time as separate construction projects to be bid out as shown in the schedules below, dependent on the Town Council's decision as to reconstructing the streets with concrete or asphalt, which will be determined with the Phase 1 project award. Construction is to take place in spring and summer months to minimize the construction impacts in the downtown area for the Cat's Hill Classic Bicycle Race in early May and during the holiday season and winter months.

The improvements as part of this project will include:

- Reconstruction of street (either asphalt or concrete, TBD)
- Replacement of damaged curb & gutter and curb and gutter that does not match proposed grades, maintaining curb line locations
- Replacement of damage sidewalks and sidewalks that do not match proposed grades, maintaining as much ADA accessible sidewalk as possible
- Replacement of driveway approaches as needed
- Driveway and walkway conforms
- Removal of unsuitable street trees (per Town tree ordinance)
- Planting new street trees

The consultant is expected to:

- Coordinate with utility companies, including the location of existing utilities
- Provide Ground Penetrating Radar (GPR) as necessary to locate utilities
- Provide soil testing to determine if soil will need to be off-hauled to a classified site
- Design proper conforms to existing private improvements

- Analyze drainage and design any required storm drainage system upgrades. Project funds are not available for new a storm drain system.
- Provide as-built drawings at the end of construction
- The Construction General Permit and SWPPP are to be assigned to the General Contractor

Anticipated Construction Schedule:

***Table A: Street Reconstruction Construction Schedule**

	Spring 2017	Spring 2018	Spring 2019	Spring 2020
Street	Tait (Collector)	Glen Ridge	Wilder	Massol
Street	Bayview	Almendra	Bean	Nicholson

* Consultant to make recommendations on the overall project schedule including options for reducing the construction schedule

B. PROJECT DESCRIPTION

Consultant will prepare Plans, Specifications and an Engineer’s Estimate (PS&E) to facilitate the reconstruction of streets in the Almond Grove District of Los Gatos. These streets include Bean Avenue, Nicholson Avenue (N. Santa Cruz to Glen Ridge Avenue), Almendra Avenue, Wilder Avenue, Tait Avenue, Bayview Avenue, Massol Avenue and Glen Ridge Avenue (Bachman Avenue to Hernandez Avenue).

C. DESCRIPTION OF REQUIRED SERVICES

1.1 The Town wishes to engage the services of an engineering firm (“CONSULTANT”) to prepare design and construction documents, bid and award, as well as construction and post construction support services for the Almond Grove District Street Reconstruction Project including The work will include the replacement of damaged/non-ADA conforming sidewalks, curb and gutter, landscape areas, and the replacement of the concrete streets (“PROJECT”). This project is exempt under CEQA.

Basic services shall include all professional services required to construct the Project. This will include, but is not limited to, the following:

Task 1: Project Management and Coordination

The Consultant shall:

- 1.1. Coordinate with the Town throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
- 1.2. Manage its team and overall project activities consistent with the direction from the Town in order to meet the project schedule and budget.
- 1.3. Prepare a work plan phase schedule in either MS Excel or MS Project 2013 format. Schedule shall show significant milestones for the project.

- 1.4. Update the schedule monthly and notify the Town if there are delays in any phase of the project. In such cases, Consultant shall make up the schedule in subsequent phases of the project or provide information to the Town substantiating a time extension.
- 1.5. Prepare for, and attend in person project meetings with the Town to discuss project progress, decisions and direction, and to coordinate activities, as required. The meetings shall include:
 - Kick-off Meeting (on site)
 - Monthly Status Meetings with the Town to review project progress and data collected to date (can be completed via conference call).
- 1.6. Be available to Town staff for consult by phone, or email to discuss project activities and schedules, or as required through the duration of project.
- 1.7. Conduct QC reviews in accordance with its QA Program guidelines. Consultant shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task.
- 1.8. Deliverables:
 1. Monthly progress schedule in MS Excel or MS Project 2010 format (three hard copies and one electronic file).
 2. QA Program guidelines and QC reports for each task (three hard copies).
 3. Workshop and meeting agendas, preparation materials, and meeting minutes
 4. Monthly progress reports and invoices (three hard copies). Invoices shall indicate but not be limited to the following (Line items below shown as minimum required on invoice):
 - a. Invoice Number
 - b. Complete Title of Project
 - c. Period for work performed
 - d. Listed Tasks per the Contract/Agreement
 - e. Hours and percentage of Work Performed to Date of Invoice
 - f. Balance of Account from Previous Invoices

Task 2: Data Collection and Review

The Consultant shall:

- 2.1 Review as-built documents and any other project information available for the Project site.
- 2.2 Coordinate.
- 2.3 Verify existing conditions and current code requirements.
- 2.4 Visit the site to view and inspect site conditions and existing facilities.
- 2.5 Keep topographic, photographic and video documentation of project areas, and vicinity where relevant.
- 2.6 Perform necessary site analysis in order to identify opportunities and constraints.

- 2.7 Meet with Town staff and residents to obtain additional information and input as needed.
- 2.8 Obtain topographic information via detailed field survey.
- 2.9 Locate and verify depths of utilities including Ground Penetrating Radar (GPR), and potholing as needed.
- 2.10 Prepare and submit, for Town's review and approval, Schematic Design and thirty-five percent (35%) plan submittal. The submittal shall consist of plans, a general narrative description of basic components, and other documents necessary to illustrate the scale and relationship of Project components.
- 2.11 Deliverables:
 1. Report of site conditions, findings, observations, analysis and recommendations of site visit, to include topographic, photographic and/or video documentation of project area.
 2. Thirty-five percent (35%) complete plans
[five (5) sets of D-size 24"x36" and three (3) sets of B-size, 11"x17" hard copies as well as electronic copies prepared in PDF format].
 3. Preliminary Construction Cost Estimate
[five (5) hardcopies as well as MS Excel file].
 4. Design Schedule in MS Excel or MS Project
[five (5) hardcopies and in PDF format].
 5. Draft and Final meeting minutes with action items, identifying responsible parties and scheduled completion dates for each task. Meeting minutes shall also be prepared in PDF format.
 6. All required environmental clearance documents for Town signature and/or process.

Task 3: Construction Documents (at 70%, 100%, 100% completed construction documents and submittals)

Based on the approved Schematic Design documents and any adjustments authorized or directed by Town staff, the Consultant shall develop and refine the design, and prepare construction documents to fix and describe the size and character of the Project.

The following sequence of document preparation will be performed for the project:

- 3.1 Prepare seventy percent (70%) complete construction documents and supporting information, which may include but is not limited to:
 - a) Plans with details of major design components such as:
 - Site Plans
 - Landscape/Irrigation Plan (if required)
 - Elevations
 - Wall Sections (if required)
 - Civil Drawings (including cross-sections and profiles)
 - Bid Alternates (if required)
 - Cost Estimate
 - b) Draft technical specifications and required input on Town's specifications
 - c) Preliminary Estimate of Probable Construction Cost

- 3.2 Submit the seventy percent (70%) complete plans, draft specifications and preliminary estimate of probable construction cost for Town review.
- 3.3 Prepare an updated construction cost estimate. If the cost estimate prepared at this point differs from the preliminary construction budget approved at the end of the Schematic Design Phase, the Consultant shall explain and justify the difference and if increased, shall submit a list of proposed modifications to bring the cost within budget.
- 3.4 Meet with Town staff as needed to review Town comments on 70% submittal, and gain concurrence as to how the documents will be revised as appropriate to incorporate Town comments.
- 3.5 Plan, coordinate, schedule and produce meeting minutes with action items for all meetings with the Town as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 3.6 Deliverables:
 1. Seventy Percent (70%) Complete Plans conforming to Town Standard Drawings format [five (5) sets of D-size (24"x36") and two (2) sets of B-size (11"x17") hard copies]. Electronic copies of 70% plans shall also be made available to Town in PDF format.
 2. Seventy Percent (70%) Draft Technical Specifications [five (5) sets]. Specifications shall be prepared in MS Word and PDF formats.
 3. Preliminary Estimate of Probable Construction Cost [five (5) copies]. Estimates shall be prepared in MS Excel and PDF formats.
 4. Miscellaneous Project information as requested.
 5. Draft and Final meeting minutes with action items, identifying responsible parties and scheduled completion dates for each task. Meeting minutes shall also be prepared in PDF format.
- 3.7 Provide the Town with Project documentations, as required, for the public/residents information. Schedule resident meetings for each street to discuss frontage changes. Total of 8 meetings.
- 3.8 Prepare and submit 100 percent (100%) complete plans that incorporate comments/revisions to the plans and specifications as directed by Town staff.
- 3.9 Deliverables:
 1. 100 Percent (100%) Plans [*five (5) sets of D-size (24"x36") and two (2) sets of B-size (11"x17") hard copies*]. Electronic copies of 100% plans shall also be made available to Town in in PDF format. 100 Percent (100%) Technical Specifications [*five (5) sets*]. Specifications shall be prepared in MS Word and PDF formats.
 2. 100 Percent (100%) Construction Cost Estimate [*five (5) copies*]. Estimates shall be prepared in MS Excel and PDF formats.
 3. 100 Percent (100%) Construction Schedule [*five (5) copies*]. Project schedule shall be prepared in MS Project and/or MS Word, and PDF formats.
 4. Written responses to Town and others' review of 100% construction documents [*one (1) copy*].
 5. Bid alternates, if required [*five (5) copies*].

3.10 Prepare and submit 100 percent (100%) Complete Construction Documents that incorporate final comments/revisions to the plans and specifications as directed by Town staff. The Construction Documents must be stamped, signed, and dated by each person licensed to practice said discipline in the State of California, who will assume responsibility for the design.

3.11 Deliverables:

1. 100 Percent (100%) Complete Construction Document Plans [*five (5) sets of D-size (24"x36") and two (2) sets of B-size (11"x17") hard copies*]. Electronic copies of 100% plans shall also be made available to Town in in PDF format. 100 Percent (100%) Technical Specifications [*five (5) sets*]. Specifications shall be prepared in MS Word and PDF formats.
2. 100 Percent (100%) Complete Construction Document Construction Cost Estimate [*five (5) copies*]. Estimates shall be prepared in MS Excel and PDF formats.
3. 100 Percent (100%) Complete Construction Document Construction Schedule [*five (5) copies*]. Project schedule shall be prepared in MS Project and/or MS Word, and PDF formats.
4. Written responses to Town and others' review of 100% construction documents [*one (1) copy*].
5. Bid alternates, if required [*five (5) copies*].
6. Bid Set: Stamped, signed, and dated 100 Percent (100%) Complete Plans, Specifications, Construction Cost Estimate, and Construction Schedule [*three (3) sets of hard copies as well as in PDF format*].
7. One original set of plans, including the wet-signed cover sheet, shall be on reproducible vellum.
8. Tracking Log of Town Comments and Approval Status [*two (2) sets*].
9. Final meeting minutes with action items, identifying responsible parties and scheduled completion dates for each task.
10. Electronic copies of final approved Bid-ready set of Plans and Specifications in PDF format.

Task 4: Bidding and Award (as needed)

Consultant shall assist in providing information to Town during the Bidding and Award Phase, to answer questions from bidders, to help and prepare exhibits for addenda when necessary, assist Town in evaluation of bids received, and provide a written recommendation for the award of contract.

Should Town, after receipt of bids, determine that it is not in its best interests to award the construction contract, Town may terminate the Agreement in accordance with Section 11 of the Agreement.

The Consultant shall:

- 4.1 Assist Town with responses to bidder's inquiries through the Town's Project Manager.
- 4.2 Assist Town with addenda to the Construction Documents as needed to respond to bidder's inquiries and clarify the intent of Bid Documents.
- 4.3 Assist Town in evaluating bids.
- 4.4 Deliverables:
 1. Written response to bidder's inquiries [*three (3) copies*].
 2. Support information for Addenda [*original for Town printing, plus 5 copies*].
 3. Written recommendation letter to award of contract for the Project.

4. Conformed Contract Documents incorporating any and all Addenda
[Original for Town printing, plus five (5) copies, and electronic copy in MS Word and/or MS Excel and in PDF format].

Task 5: Construction Administration (as needed)

- 5.1 Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the "Notice to Proceed" (NTP) of the Contract for Construction, and terminates on the date the Town Council approves the Certificate of Completion of the Project.
- 5.2 Consultant will assist Town in providing administration of the Contract for Construction. Duties, responsibilities and limitation of authority of Consultant shall not be restricted, modified, or extended without written agreement of the Town and Consultant.
- 5.3 Consultant shall attend the pre-construction meeting.
- 5.4 Consultant shall visit the site as required for the benefit of the Project during this phase. For purposes of cost evaluation criteria, Consultant shall assume weekly site visits. During these site visits, Consultant shall attend any job progress meetings, pre-submittal meetings, pre-installation meeting, and other meetings as required by the Town. Consultant's subconsultants shall visit the site as required when work related to their engineering discipline is in progress.
- 5.5 Consultant shall review Contractor's submittals, including Shop Drawings, Product Data and Samples. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. The Consultant will be allowed a maximum of seven (7) calendar days for review of submittals. Consultant's review shall not constitute review of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- 5.6 Consultant shall respond to Contractor's requests for information (RFI). Interpretations and decisions of Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, Consultant shall secure faithful performance by both Town and Contractor and shall not show partiality to either. Consultant will be allowed a maximum of seven (7) calendar days to provide a written response.
- 5.7 The Consultant shall prepare the scope of work, including sketches for all Field Instructions/change order issued to the Contractor. The Consultant shall review change order pricing and provide written responses for the Town's review and approval.

5.8 Consultant shall review Contractor's proposed substitutions and provide written responses for the Town's review and approval. Consultant will be allowed a maximum of three (3) calendar days to provide a written response.

5.9 Construction Support is to be provided in the years as shown in the project schedule. Consultant's fee for this service should reflect any anticipate costs increases over the project duration to provide these services.

5.10 Deliverables:

1. Responses to RFI's.
2. Reviewed Contractor Submittal/Shop Drawings.
3. Field Sketches, as required, and clarifications.
4. Contract Change Order Scope and Evaluation.
5. Field Reports by Consultant and sub-consultants.

Task 6: Record Drawings and Project Close-Out

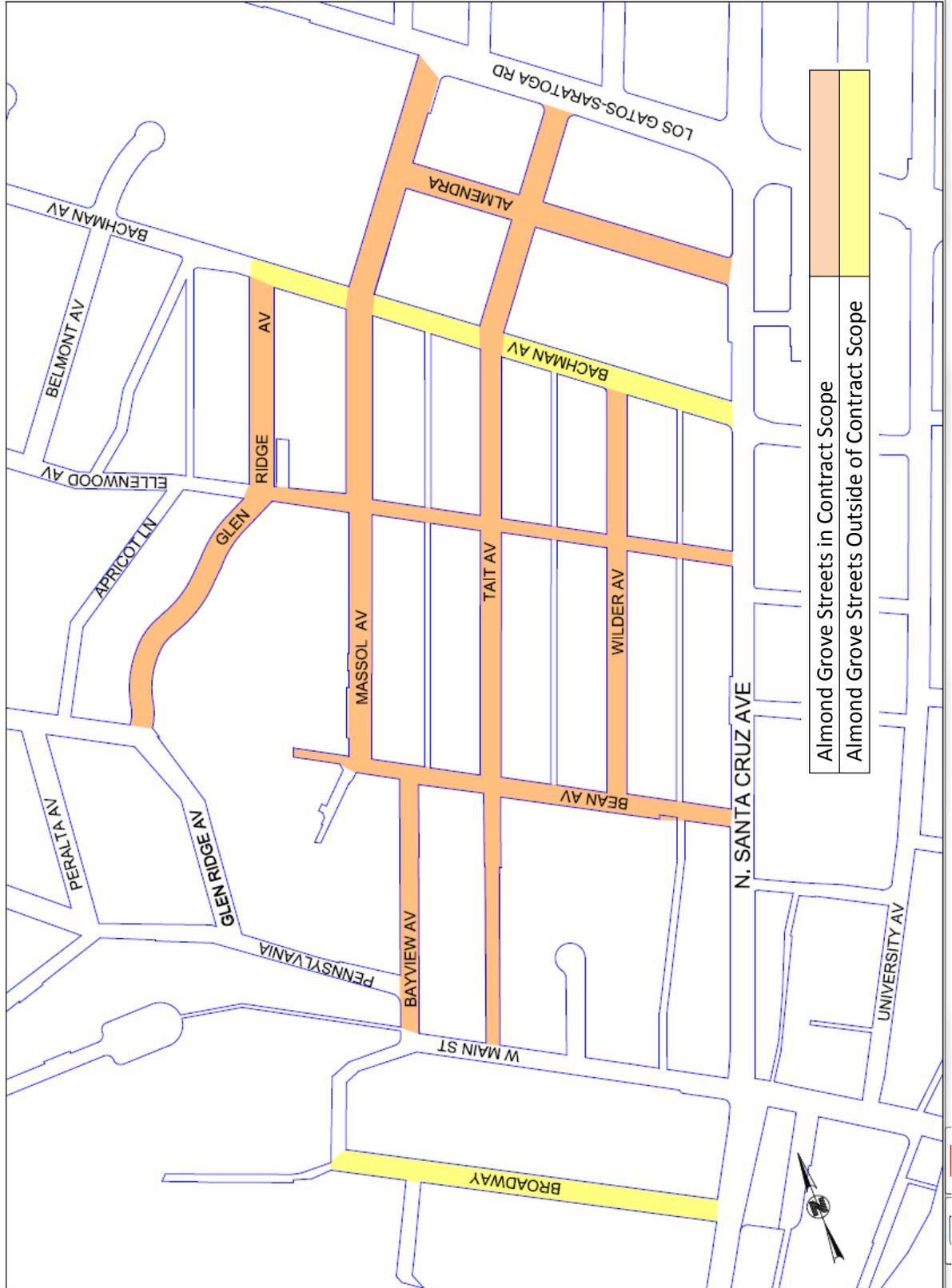
The Consultant shall:

6.1 At completion of Project and with no additional compensation, Consultant shall provide the Town with one set of Record Drawings (24" x 36") that reflect the changes to the work during construction based upon any issued ASI's or other documents issued by the Architect and upon marked up prints, drawings, and other data furnished by the Contractor and Town. If Consultant adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings and included in the drawing index. Consultant shall also provide Town a complete hard copy set of Record Drawings and one soft copy on CD/DVD in PDF format. Consultant may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

6.2 Deliverables:

1. Record Drawings on CD/DVD in PDF format and AutoCAD format.
2. Record Drawings (24" x 36") produced on a good quality bond (minimum 20-lb weight paper).

Exhibit 1
ALMOND GROVE VICINITY MAP



ATTACHMENT B
Proposer's Information Form

PROPOSER (please print): _____

Address: _____

1st Contact person (Name): _____

Title: _____ Office Tel: _____

Direct/Cell: _____ Fax: _____

Email: _____

2nd Contact person (Name): _____

Title: _____ Office Tel: _____

Direct/Cell: _____ Fax: _____

Email: _____

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

Individual Joint Venture Partnership Corporation

Year incorporated? _____ In what state? _____

When authorized to do business in California?): _____

Other (explain): _____

ADDENDA

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

Addendum number(s) received:

1 2 3 4 5 6

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

PROPOSER’S SIGNATURE

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

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

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

Proposer’s Signature

Proposer’s typed name and title

Date: _____

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

Partnership or Joint Venture Name
(type or print)

Signature

Name of Member of the Partnership or Joint
Venture (type or print)

Date: _____

Signature

Name of Member of the Partnership or Joint
Venture Name (type or print)

Date: _____

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

The undersigned certify that they are respectively:

_____ (Title)

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

Corporation Name (type or print)

Signature

Name of Member of the Corporation (type or print)

Date: _____

Signature

Name of Member of the Corporation (type or print)

Date: _____

ATTACHMENT C
Sample
Agreement for Services

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on _____(DATE) by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and _____NAME OF COMPANY, (“Consultant”), whose address is _____ADDRESS OF COMPANY. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desire to engage Consultant to provide design services for the Almond Grove District Street Reconstruction Project for Bean Avenue, Nicholson Avenue (N. Santa Cruz to Glen Ridge Avenue), Almendra Avenue, Wilder Avenue, Tait Avenue, Bayview Avenue, Massol Avenue and Glen Ridge Avenue (Bachman Avenue to Hernandez Avenue). The work will include the replacement of damaged/non-ADA conforming sidewalks, curb and gutter, landscape areas, and the replacement of the concrete streets.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain NAME OF DOCUMENT (EX: ENGAGEMENT LETTER, PROPOSAL, ETC.) sent to the Town on DATE DOCUMENT SENT, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from _____ to _____. Consultant shall perform the services described in this agreement as follows: ENTER DESCRIPTION OF SERVICE SCHEDULE.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$AMOUNT**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.
- Payment shall be net thirty (30) days.** All invoices and statements to the Town shall be addressed as follows:
- Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations

under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving **not less than fifteen days (15)** written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

CONSULTANT NAME
Attn: _____
ADDRESS HERE

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:

Laurel Prevetti
Town Manager

Name
Title

Recommended by:

Matt Morley
Director of Parks and Public Works

Approved as to Form:

Robert Schultz
Town Attorney

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
TOWN OF LOS GATOS, CALIFORNIA
AND
*INSERT NAME OF CONSULTANT
EXHIBIT A**

SCOPE OF SERVICES

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

SAMPLE

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
TOWN OF LOS GATOS, CALIFORNIA
AND
*INSERT NAME OF CONSULTANT
EXHIBIT B**

SCHEDULE OF FEES

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

In no event shall the amount billed to Town by Consultant for services under this Agreement exceed *type out amount (\$xx,xxx.xx), subject to budget appropriations.

ATTACHMENT D
Cost Proposal Format

Consultant shall provide a detailed itemized schedule of rates and fees which includes all billing amounts and costs for each Task as follows:

Basic Services:

Compensation shall be on a time and materials basis in proportion to services rendered and shall be billed monthly as percentages of completion for each Task as follows:

Task 1: Project Management and Coordination.....	\$ _____
Task 2: Data Collection and Review (35%)	\$ _____
Task 3: Construction Documents: 70% & 100%	
A. 70% Complete Plans	\$ _____
B. 100% Complete Plans	\$ _____
C. 100% Complete Construction Documents.....	\$ _____
Task 4: Bidding and Award (as needed)	\$ _____
Task 5: Construction Administration (as needed)	\$ _____
Task 6: Record Drawings and Project Close-Out	\$ _____
TOTAL (Not-To-Exceed)	\$ _____

Consultant Rate Schedule:*

* Attach Consultant rate schedule