City of San José
Request for Qualifications

NOTICE TO INTERESTED CONSULTANTS

April 20, 2007

The CITY OF SAN JOSE invites Statement of Qualifications submittals for

SWIMMING POOL AND WATER FEATURE DESIGN ENGINEERING CONSULTANT SERVICES FOR VARIOUS CITY PROJECTS

For

A MASTER CONSULTANT AGREEMENT IN THE AMOUNT NOT TO EXCEED $100,000

This Request for Qualifications solicitation has been developed in accordance with the City of San José, Council adopted, Qualifications Selection Process to encourage participation of well-qualified swimming pool and water feature design engineering consultants available to provide time-sensitive design services and expertise necessary for evaluation, repair and design of swimming pools and water feature fountains for various City projects. The City Qualifications Based Consultant Selection (QBCS) policy encourages participation by qualified swimming pool and water feature engineering consultants while promoting broad competition, local and small business participation and diversity in the marketplace. Qualification Based Consultant Selection represents the City's intent to provide a fair and objective process that yields the highest quality professional services at a fair and reasonable price.

The City of San José Public Works Department seeks responsible Swimming Pool and Water Feature Design Engineering Consultant firms to submit Statement of Qualifications (SOQ) demonstrating relevant experience and ability to provide professional services for various upcoming projects.

The Request for Qualifications package may be obtained on the City's Bid Hotline Information website,; **https://cpms.sanjoseca.gov/pub/BidHotline/**

For questions please contact :

Fred Sabour
City of San José, Department of Public Works
City Facilities Architectural Services
telephone: 408-535-8420; fax: 408-292-6288; e-mail: fred.sabour@sanjoseca.gov

FILING OF SUBMITTALS

A sealed SOQ package must be received by the City of San José, on or before

3:00 PM, May 7, 2007

It is the sole responsibility of the Consultant to see that the submittal is received before the stated deadline. Failure to provide the information requested herein prior to the time and date specified above will preclude participation in the selection process.

END OF NOTICE

Request for Qualification Statement

Swimming Pool and Water Feature Design Engineering Consultant Services for Various Projects For the City of San José

MASTER CONSULTANT AGREEMENT

Issue Date: April 20, 2007
Due Date: 3:00 PM, May 7, 2007

CITY OF SAN JOSE
Department of Public Works
City Facilities Architectural Services Division
200 E. Santa Clara St., 6th Floor Tower
San José, CA 95113-1905

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To: SWIMMING POOL AND WATER FEATURE DESIGN ENGINEERING FIRMS

Re: REQUEST FOR QUALIFICATIONS (RFQ)
SWIMMING POOL AND WATER FEATURE DESIGN ENGINEERING
CONSULTANT SERVICES FOR VARIOUS PROJECTS

I. INTRODUCTION

The City of San José-City Facilities Architectural Services Division is seeking firms or individuals to provide swimming pool and water feature design engineering consultant services to the City's Department of Public Works for various projects.

The Request for Qualifications (RFQ) identifies the general project scope and procedures for Consultant involvement in this process. Responding Consultants shall have relevant experience and the ability to provide professional services for these project types.

II. CONSULTANT SCOPE OF SERVICES

The CITY is seeking to select two (2) swimming pool and water feature design engineering consultants to enter into Master Agreements in the amount not to exceed $100,000 each. These Master Agreements will be utilized to provide services necessary for the swimming pool and water feature design engineering in compliance with all applicable federal, state, and local regulations. All swimming pool and water feature design engineering work shall be conducted in conformance with applicable California state law, including but not limited to, the Business and Professions Code sections 6735 and 7835.

All work performed under the Master Agreement shall be authorized by a specific Service Order. Each Service Order given by the City shall detail the nature of the specific services to be performed by the Consultant, the time limit within which such services must be completed and the compensation for such services. Such details shall include a description of the project for which Consultant shall perform the services, the geographic limits of the project, the type and scope of services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. Consultant shall not perform any services unless authorized by a fully executed Service Order. Any unauthorized services performed by Consultant shall be at no cost to the CITY.

Consultant may be asked, through a Service Order, to perform any or all tasks as shown below as part of the Swimming Pool and Water Feature Design Engineering services.

A. Tasks per Phase:

1. Conceptual Plan and Design Services:
   a. Collect site, pool, water feature and/or building information relevant to the project.
   b. Review topographic survey and geotechnical report.
   c. Define project scope.
   d. Prepare design scenarios.
   e. Prepare illustrative plans and other graphics for presentation – character sketches, detail plans and sections.
   f. Prepare preliminary cost estimates.
   g. Coordinate with the public art staff and artists on public art for the project, if applicable.

2. Contract Document Services:
   a. Prepare detailed construction drawings based on approved project design.
   b. Prepare structural calculations.
   c. Perform structural evaluations of existing buildings or structures, if applicable.
   d. Prepare written technical specifications for construction of the approved project design.
   e. Assemble Special Provisions document including the contract bid documents and the technical specifications.
   f. Peer review of documents, and calculations.
   g. Prepare detailed cost estimates.
   h. Prepare and submit sustainable design documentation including the USGBC Leadership in Energy and Environmental Design (LEED) certification materials and submittal process documentation.

3. Bid and Construction Administration:
   a. Assist with pre-bid questions, clarifications and preparation of addenda.
   b. Review all material submittals from the contractor for compliance with the construction specifications.
   c. Assist in response to clarification requests and the preparation of change orders.

B. The Consultant shall provide expertise and/or hire and coordinate with the proper sub-consultants in other related professional disciplines as required but not limited to the following:

Mechanical Engineering	Mechanical Systems, Pumps, Filtration Systems
Electrical Engineering	Electrical Systems and Lighting
Structural Engineering	Geotechnical Review, Cost Estimating Construction Observation / Administration
Civil Engineering/Architect	Sustainable Design/LEED certification

C. The Consultant shall be familiar with all of the current applicable Federal, State, and Local laws and ordinances, regulations, Codes and other regulatory procedures including, but not limited to: Americans with Disabilities Act (ADA), the California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electric Code (CEC), California Fire Code (CFC), American Society of Testing and Materials (ASTM), City Standard Specifications and Details and Policies.

III. CONSULTANT SELECTION POLICY:

In accordance with the City Council Adopted Qualifications Based Consultant Selection Policy, screening panel representatives from the Departments of Public Works and Parks, Recreation and Neighborhood Services will apply a scoring matrix based on the evaluation criteria listed in Section IV.D. to establish a ranked consultant list best matching the Projects' needs. The numerically ranked consultant short list based upon the screening qualification scores will be used to determine the two (2) highest-ranked consultants to be considered for this solicitation.

IV. STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL:

A. Deliverables: **Submit three (3) color copies of the Statement of Qualifications** (see Attachment G).

B. The completed Statement of Qualifications shall be delivered via one of the many services available or hand delivered to:

1. **CITY OF SAN JOSE, Department of Public Works /**
   City Facilities Architectural Services
   200 E. Santa Clara St., 6th Floor Tower
   San José, CA 95113
   Attn.: Fred Sabour
2. Statements must be received at the above address no later than **3:00 PM, May 7, 2007.**
3. Identify the submission by including the following information on the outside of the package.
   Re: SOQ FOR SWIMMING POOL AND WATER FEATURE DESIGN ENGINEERING
4. No oversize pages (larger than 8-1/2 x 11), shall be included in the submittal. The submittal content shall be completely comprised of paper that can be recycled.
5. Statements of Qualifications will not be returned. The City shall recycle the submission material after selection. No Qualification Statement shall be accepted after the above listed deadline.
6. Facsimile, emailed or electronic format proposals are not acceptable.
7. This Request for Qualification Statement does not include provisions for any direct reimbursement of statement preparation costs.

C. **Statement of Qualifications**:

In order to be considered, all requested qualification information below shall be submitted. All prospective Consultants must complete and submit all qualification and other supplemental information, in one complete package by the date stated below. The City will not accept information or documents from parties other than the submitting consultant.

1. Provide a one page Cover Letter signed by an authorized representative of the firm to the City of San José requesting the firm be considered for this solicitation stating general qualifications, expertise and ability to perform and meet the scope of services as described in this RFQ.
   a. Include a brief statement acknowledging that the information provided in the SOQ is true, accurate and represents the most current information available as of the date of this RFQ.
   b. Include a brief statement acknowledging the Consultant's willingness to accept the City's standard Agreement for Professional Consultant Services (see Attachment A) as is, without modifications. By submitting an SOQ, the Consultant is agreeing to enter into an agreement in the form and the terms of Attachment A.
   c. Provide a statement that the firm can, and is willing to obtain the minimum scope and limits of insurance contained in the exhibits of this RFQ. (See Attachment D.)
   d. Identify your firm's interest in providing the basic services with a brief two (2) sentence statement explaining the reason why and how it relates to your expertise.
   e. Disclose all conflicts of interest. (See Attachment E.)
   f. Acknowledge and agree to comply with the City's Gift Ordinance & Code of Ethics. (See Attachment F.)

2. Consultant shall fill out and submit the Statement of Qualification (SOQ) form provided with this RFQ. SOQ's should be brief, and directed toward public facilities work defined in this RFQ, and shall contain a minimal amount of promotional information.

i. **Date:** Provide the date the SOQ was prepared.
ii. **Consultant Name, Address, etc**: Identify the firm's name, address, phone & fax numbers, and website address (if applicable).
iii. **Year Firm Established:** List the year the firm was established.
iv. **Number of Employees in Firm:** Indicate total number of employees for all locations of firm.
v. **Local Office:** Identify in the form attached (see Attachment C) if your firm is a Local Business Enterprise (LBE): The City of San José encourages participation of local firms in its projects. By definition, a local firm is one who has a business office within the Santa Clara County limits **AND** has, at least, one full time employee at that address. If you qualify as an LBE, you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (regardless of where they are located) of your firm is 35 or fewer.
vi. **Primary Contacts within the Company:** List the firm's owner and the primary contacts within the company. Include title, telephone, number and e-mail address for each. Indicate which person will be the contact for the SOQ process.
vii. **Consultant Specialties:** List the type(s) of work the firm specializes in.
viii. **Software Platforms & Versions:** List software used by firm, i.e. MS Project 2000, Photoshop, any subscriptions to databases, etc.
ix. **List of Lead Professional Personnel by Area of Expertise:** Provide a brief, but detailed history of number of years of experience with current firm and other firms, education, professional registration/certifications, and qualified work experience relevant to the project. Use separate pages if necessary with a maximum of 1 page per person.
x. **Subconsultants:** List the firm's name, address, phone number, contact person and type of specialty (i.e. geology, landscape architectural, etc.).
xi. **Graphics:** Provide 3-5 samples of construction documents, on 8-1/2" by 11" size format, prepared by your firm. Samples of subconsultant work may be included but should be clearly identified as such.
xii. **Signature:** Sign and date the SOQ form certifying information is true, accurate, and current.

D. **Selection Criteria**:

The information requested within this RFQ will be the basis for scoring by the Screening Panel Board. The two (2) highest ranked firms will be considered for this solicitation. The Screening Panel Board evaluation will consist of a matrix of requirements, qualifications and experience, totaling 100 points.

1. Firm's Experience:

a. **Completed Projects** (15 points)
Provide a narrative and graphic composition of completed Projects with appropriate relevance demonstrating:
i. The ability to maintain user requirements while responding to unique project conditions.

Include project name and location, scope of the Consultant's work, project description, year completed, on-budget/on-time summary. Include Budgeted Construction Cost, Bid results and Final construction cost. Identify duration of design phase, and construction phase. Provide owner's name and address. Include 2 to 3 projects, with 2 to 3 photographic images for each project.

b. **Current Projects** (15 points)
Provide a narrative and graphic composition of current projects in design phase or projects under construction demonstrating:
   i. The ability to maintain user requirements while responding to unique project conditions.

Include project name and location, scope of the Consultant's work, project description, year to be completed, on-budget/on-time summary, including budgeted/Engineered Construction cost. Identify duration of design phase, and estimated duration of construction phase. Include 2 to 3 projects, with 2 to 3 graphic representations for each project.

2. Firm's Project Approach:

a. **Budget, Schedule and Quality** (30 points)
Provide a narrative and graphic composition of:
   i. The ability to meet project budgets. Identify past success producing accurate cost estimates for projects and familiarity with the local construction economy and costs.
   ii. Your firm's ability to support an aggressive project schedule and a fixed building program.
   iii. Your firm's experience in documentation, quality control and plan check procedures.

b. **Communication and Presentation** (30 points)
Provide a narrative and graphic composition of:
   i. The ability to work closely, maintain availability, and coordinate effectively with clients; and
   ii. The ability of the firm's additional Specialties, such as movies, walk-through, 3-D views, finish and study models, etc.; and
   iii. Identify your firm's ability and/or approach to manage and effectively communicate graphically with all project stakeholders, including presentations to community groups and public agencies; and
   iv. Your firm's experience working with a public agency.

3. Local/Small Business Enterprise: as described in Section IV.C.2.v. (10 points) (attachment C).

V. RFQ SCHEDULE DATES

A. Release of RFQ:	April 20, 2007
B. SOQ's Due:	3:00 PM, May 7, 2007
C. Firm Selection	Within 1 week after receipt of SOQ
D Start Date of Agreement:	Within 4 weeks after Firm Selection

VI. GENERAL

A. **Request for Supplemental Information:** The City reserves the right to require, from any or all consultant candidates, supplemental information that clarifies the submitted materials.

B. **Questions:** All questions/inquiries must be made through the City's designated contact person. Contact with representative(s) other than the City's designated contact person as listed in this RFQ is grounds for disqualification. Notwithstanding the preceding sentence, nothing in this RFQ shall prohibit any member of a prospective Consultant's firm or any persons working for or representing a prospective Consultant from communicating with any person in the City, including, but not limited to, the City Council, regarding an alleged failure of a City employee to follow the procedures or requirements governing the request for qualifications, or any alleged misconduct or impropriety of a City employee related to the request for qualifications.

Submit all questions and requests for clarifications regarding this RFQ in writing via fax or email to Fred Sabour who can be reached by fax at (408) 292-6288, or by email at: fred.sabour@sanjoseca.gov. Please submit questions on or before April 26, 2007 at 5:00 PM PST. The City will respond by addenda which will be posted by 5:00 PM, May 2, 2007 on the City's Bid Hotline (https://cpms.sanjoseca.gov/Pub/BidHotline/rfp/index.asp).

C. The Consultant shall only rely on this Request for Qualification document and any subsequent written supplement(s) issued by the City for preparation of the submittal. Consultants shall not rely on any other written or any oral statements of the City or its officers, directors, employees, or agents regarding the overall project or the package in preparing and submitting the submission.

D. **Incomplete Qualification Statements:** Incomplete and/or unsigned submissions will not be considered. However, if a submission is incomplete and if it appears that the omission can be corrected promptly, the affected firm may be contacted and offered the opportunity to complete the statements and provide the required information within a prescribed period of time, which will not be extended. If a firm does not respond within the time stated, the Qualification Statement will not be considered.

E. **Rejection of Submitted Requests for Qualification:** Consultant Statement of Qualifications (SOQ) packages that are not current, accurate, and/or completed accurately to the prescribed format defined shall be considered non-responsive and eliminated from further consideration.

1. The City reserves the right to waive minor irregularities in the SOQ format.
2. The City reserves the sole right to evaluate the Consultant candidate's qualifications and reject any or all SOQ.

F. **Selection Process Termination: The City reserves the right to accept or reject any item or group(s) of items of a response.** The City reserves the right to terminate the selection process, at any time, without making an award to any or all consultants on the ranked candidate list. The City shall not be obligated to respond to any SOQ submitted, nor be legally bound in any manner by the submission of the SOQ. The City may also, at its sole discretion, choose a ranked Consultant or Consultants to perform any or all of the individual project work phases. The City Manager or City Council must approve the final agreement with the Consultant before any work may start on the project.

G. **California Public Records Act:** Responses to this RFQ become the exclusive property of the City of San José. At such time as the City Manager or City Council awards the contract, all responses received to this RFQ become a matter of public record and shall be regarded as public records, with the exception of those elements in each response which are defined by the consultant as business or trade secrets and plainly marked as "Confidential", "Trade Secret", or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such response or portions thereof, if they are not plainly marked as "Confidential", "Trade Secret", or "Proprietary" or if disclosure is required under the Public Records Act. Any response which contains language purporting to render all or significant portions of the response "Confidential", "Trade Secret", or "Proprietary", shall be regarded as **nonresponsive**.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information which a consultant submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret", or "Proprietary", the City will provide the consultant who submitted the information with reasonable notice to allow said consultant to seek protection from disclosure by a court of competent jurisdiction.

VII. QUALIFICATION STATEMENT REVIEW

The City will rate prospective Consultants/Firms for this work using only objective criteria based upon the information obtained from the Statements of Qualification. The City reserves the right to verify from other available sources the information provided by the Consultant and to rely upon such information gathered during the verification process. The City shall review each SOQ and establish a numeric score based upon written evaluation criteria. Consideration of a prospective Consultant's qualifications will be made only if the prospective Consultant meets all the minimum qualifications. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information.

Any Consultant deemed not qualified, or Consultants whose rating changes sufficiently to disqualify them, will be notified in writing. No Consultant shall have the right to an appeal based upon an incomplete or late submission of the qualification statement.

VIII. SELECTED CONSULTANTS

Consultants will be ranked during the screening process. The rankings will be used to select the top two (2) ranked Consultants to be considered for award of Master Agreements. Consultant selection for work is not a guarantee that a project will be awarded. The City's decision will be based on objective evaluation criteria. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information. An executed Agreement for professional consultant services is required prior to start of work.

Contract: The Standard Form of Master Consultant Agreement that the Consultant is expected to execute if selected is attached to this RFQ as Attachment "A." By submitting an SOQ, the Consultant is representing that it is willing to execute the City's Standard Form of Master Consultant Agreement.

It is anticipated that the City and the selected firms or individuals will enter into a professional services contract for the time period of approximately 18 months. The City reserves the right to extend the term of the contract and augment the amount of the contract with the agreement of the selected firm or individual, pending approval by the City of San José City Manager.

IX. DISQUALIFICATION

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

1. Evidence of collusion, directly or indirectly, among the Swimming Pool and Water Feature Design Engineering Consultants in regard to the amount, terms, or conditions of this proposal;

2. Any attempt to improperly influence any member of the selection staff;

3. Evidence of incorrect information submitted as part of the SOQ;

4. Evidence of Swimming Pool and Water Feature Design Engineering Consultant's inability to successfully complete the responsibilities and obligations of the SOQ; and

5. Swimming Pool and Water Feature Design Engineering Consultant's default under any agreement, which results in termination of the Agreement.

X. CITY BUSINESS TAX (BUSINESS LICENSE)

Any consultant doing business with the City of San José is required to pay a City of San José business tax. Successful consultant(s) must show proof of the tax being paid or pay the City business tax at time of contract award. Please contact the City's Treasury Division of the Finance Department at (408) 535-7055 to determine applicable costs.

XI. SMALL/LOCAL BUSINESS ENTERPRISE

It is the policy of the City of San José to encourage business activity in San José. Effective June 8, 2004, the City adopted Ordinance 27136, which established a Local and Small Business Preference Policy for the procurement of supplies, materials, equipment, general services and consulting services.

Attachment C, *Request for Contracting Preference for Local and Small Businesses* is included in this package, and is to be completed and included in RFQ submittals. If you fail to submit the proper information with your Statement, you will be denied consideration for local and small business preference. The information cannot be submitted later.

XII. NON-DISCRIMINATION / PREFERENTIAL TREATMENT

The successful Consultant shall fully comply with Chapter 4.08 of the San José Municipal Code and shall not discriminate against or grant preferential treatment to any subconsultant on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin in the Performance of City of San José contracts. Any Consultant who so discriminates or gives preferences shall be deemed not to be a responsible Consultant in accordance with City of San José Charter Section 1217. (See Attachment B).

XIII. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Consultant that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and that they have read and understood the RFQ. No request for modification of the SOQ shall be considered after it has been submitted on grounds that the Consultant was not fully informed as to any fact or condition.

XIV. PROHIBITION OF GIFTS

City officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid event the appearance of impropriety, Consultants should not offer any gifts or souvenirs, even of minimal value, to City officers or employees. The successful Consultant shall be subject to the City Of San José gift prohibition. Said prohibition is found in Chapter 12.08 of the San José Municipal Code (see Attachment F). The successful Consultant agrees not to offer and City officer or designated employee any gift prohibited by said Chapter.

The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of the Agreement by the successful Consultant. In addition to other remedies the City may have by law or equity, City may terminate the Agreement for such breach.

XV. ATTACHMENTS (For reference only. Subject to change without notification.)

Attachment A: Standard Form of Consultant Agreement
Attachment B: Nondiscrimination/Nonpreferential Treatment Provisions
Attachment C: City of San José Request for Contracting Preference for Local and Small Businesses
Attachment D: Insurance Acknowledgement
Attachment E: Conflict of Interest Form
Attachment F: Gift Ordinance Policy
Attachment G: SOQ form

ATTACHMENT A: Standard Form of Consultant Agreement

MASTER AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND
XXXXXXX
FOR
SWIMMING POOL AND WATER FEATURE DESIGN ENGINEERING FOR VARIOUS PROJECTS

This AGREEMENT is made and entered into this ___ day of _____ 2007, by and between the City of San José, a municipal corporation (hereinafter "CITY"), and *the Consultant*, a _____ corporation (hereinafter "CONSULTANT"), *authorized to conduct business in the State of California.*

RECITALS

The purpose for which this AGREEMENT is made and all pertinent recitals are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

The CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from date of execution of this AGREEMENT and continue through October 31, 2008 inclusive, subject to the provisions of Section 12 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The CONSULTANT's services shall be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to the CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000) Dollars. The rate and schedule of payment is set out in EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

The method of payment is set out in EXHIBIT D, entitled "COMPENSATION." Requests for payment and Statements of services shall be sent to the following address:

The City of San José, Department of Public Works
Attention: Public Works *(Project Manager)*
200 East Santa Clara Street, 6th Floor Tower
San José, CA 95113-1905

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that the CONSULTANT, in the performance of the work and services agreed to be performed by the CONSULTANT, shall act as and be an independent contractor and not an agent or employee of the CITY; and as an independent contractor, the CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to the CITY's employees, and the CONSULTANT hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of the CONSULTANT are material considerations for this AGREEMENT. The CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of the CONSULTANT's obligations hereunder, without the prior written consent of the CITY. Any attempt by the CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. SUBCONSULTANTS.

A. Notwithstanding Section 7 above, the CONSULTANT may use subconsultants in performing the services under this AGREEMENT upon prior written approval by the CITY's Director of Public Works ("Director") or the Director's authorized designee.

B. The CONSULTANT shall be responsible for directing the services of the approved subconsultants and for payment of any compensation due. The CITY assumes no responsibility whatsoever concerning subconsultant compensation.

C. The CONSULTANT shall change or add subconsultants only with the prior written approval of the CITY's Public Works Director or the Director's authorized designee.

SECTION 9 INDEMNIFICATION.

The CONSULTANT shall defend, indemnify and hold harmless the CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from services performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by the CONSULTANT's officers, employees or agents. The acceptance of said services and duties by the CITY shall not operate as a waiver of such right of indemnification.

SECTION 10. INSURANCE REQUIREMENTS.

The CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to

amendment or waiver if so approved in writing by the Risk Manager. The CONSULTANT agrees to provide the CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 11. NONDISCRIMINATION.

The CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 12. TERMINATION.

A. The CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days written notice of termination.

B. If the CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, the CITY may terminate this AGREEMENT immediately upon written notice.

C. The CITY's Director of Public Works is empowered to terminate this AGREEMENT on behalf of the CITY.

D. In the event of termination, the CONSULTANT shall deliver to the CITY copies of all reports, documents, and other work performed by the CONSULTANT under this AGREEMENT, and upon receipt thereof, The CITY shall pay the CONSULTANT for services performed and other reimbursable expenses incurred to the date of termination.

SECTION 13. GOVERNING LAW.

The CITY and the CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 14. COMPLIANCE WITH LAWS.

The CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for the CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by the CITY or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents, electronic equivalents or other materials developed or discovered by the CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of the CITY without restriction or limitation upon their use.

SECTION 17. WAIVER.

The CONSULTANT agrees that waiver by the CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the CITY of the performance of any work or services by the CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 18. THE CONSULTANT'S BOOKS AND RECORDS.

A. The CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to the CONSULTANT pursuant to this AGREEMENT.

B. The CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to the CITY, at any time during regular business hours, upon written request by the City Attorney, the City Auditor, the City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the CITY for inspection at the City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

D. Where the CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of the CONSULTANT's business, the CITY may, by written request by any of the above-named officers, require that custody of the records be given to the CITY and that the records and documents be maintained in the City Hall. Access to such records and documents shall be granted to any party authorized by the CONSULTANT, the CONSULTANT's representatives, or the CONSULTANT's successor-in-interest.

SECTION 19. CONFLICT OF INTEREST.

The CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

SECTION 20. GIFTS.

A. The CONSULTANT is familiar with the CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.

B. The CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.

C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by the CONSULTANT. In addition to any other remedies the CITY may have in law or equity, the CITY may terminate this AGREEMENT for such breach as provided in SECTION 12 of this AGREEMENT.

SECTION 21. DISQUALIFICATION OF FORMER EMPLOYEES.

The CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of the CITY in matters that are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). The CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of the CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 22. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 23. NOTICES.

All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To The CITY:	City of San José - Department of Public Works City Facilities Architectural Services 200 East Santa Clara Street, 6th Floor Tower San José, CA 95113 - 1905
To The CONSULTANT:	xxxxxxxx xxxxxxxxxxxx xxxxxxxxxxxx Attn: xxxxxxxxxxxx

All notices of a legal nature including any claims against the CITY, its officers, or employees shall also be served in the manner specified above to the following address:

The City of San José
Richard Doyle, City Attorney
200 E. Santa Clara St., 16th Floor Tower
San José, CA 95113-1905

A notice shall be deemed effective on the date of personal delivery by or, if mailed, three (3) days after deposit in the mail.

SECTION 25. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 26. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

SECTION 27. SEVERABILITY.

If any term, covenant, condition or provision of this AGREEMENT, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this AGREEMENT, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

By_____
DEANNA SANTANA
Deputy City Manager
200 E. Santa Clara St., 17th Floor
San José, CA 95113-1905

_____
Senior Deputy City Attorney

"CONSULTANT"

By_____
Corporate officer, partner, or sole proprietor

Company address
Employer I.D.

EXHIBIT A

RECITALS

WHEREAS, the CITY of SAN JOSE desires to obtain consultant services to provide SWIMMING POOL AND WATER FEATURE DESIGN ENGINEERING SERVICES FOR VARIOUS PROJECTS;

WHEREAS, XXXXXXXXXXXXXXXXXXXXX has the necessary professional expertise and skill to perform the services required;

N0W, THEREFORE, the purpose of this AGREEMENT is to retain XXXXXXXXXXXXXXXXXXXX. as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

END OF EXHIBIT A

EXHIBIT B

SCOPE OF SERVICES

The CONSULTANT shall provide to the CITY's Department of Public Works swimming pool and water feature design engineering consultant services for various projects.

The CONSULTANT'S services shall be provided as requested by the Director on an as needed basis, as set forth in a specific project service order. CONSULTANT shall provide general assistance on issues pertaining to City projects and shall prepare other swimming pool and water feature design engineering consultant services for Public Works as determined by the Director.

SECTION 1. GENERAL PROVISIONS

A. The CONSULTANT shall perform all services to the satisfaction of the CITY'S Director.

B. All of the services furnished by the CONSULTANT under this AGREEMENT shall be of the currently prevailing professional standards and quality which prevail among swimming pool and water feature design engineering consultant professionals of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances. All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines which are in effect at the time such documentation is prepared.

C. All work performed under this AGREEMENT shall be authorized by a specific Service Order. Each Service Order given by CITY shall detail the nature of the specific services to be performed by the CONSULTANT, the time limit within which such services must be completed and the compensation for such services. Such details shall include a description of the project for which CONSULTANT shall perform the services, the geographic limits of the project, the type and scope of services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. CONSULTANT shall not perform any services unless authorized by a fully executed Service Order. Any unauthorized services performed by CONSULTANT shall be at no cost to the CITY.

D. CONSULTANT shall begin work under the service order only after receipt of the service order bearing the approval signature of the Director or the Director's designee and the signature of the City Attorney approving the service order as to form. Each authorized Service Order issued under this AGREEMENT by CITY shall be incorporated into the terms and conditions of this AGREEMENT.

E. CITY will assign a Project Manager to facilitate each Service Order authorized under this AGREEMENT. CONSULTANT shall coordinate with the designated Project Manager on the performance of each Service Order.

F. CONSULTANT shall be responsible for the coordination with CITY and federal, state and local agencies that are necessary for all services authorized under this AGREEMENT.

SECTION 2. BASIC SERVICES.

CONSULTANT shall provide swimming pool and water feature design engineering consulting services for various projects. CONSULTANT shall provide the general types of services set forth below. This list of services is meant to be illustrative in nature only and is not meant to be a complete or exclusive list.

A. Tasks per Phase:

1. Conceptual Plan and Design Services:
   a. Collect site, pool, water feature and/or building information relevant to the project.
   b. Review topographic survey and geotechnical report.
   c. Define project scope.
   d. Prepare design scenarios.
   e. Prepare illustrative plans and other graphics for presentation – character sketches, detail plans and sections.
   f. Prepare preliminary cost estimates.
   g. Coordinate with the public art staff and artists on public art for the project, if applicable.

2. Contract Document Services:
   a. Prepare detailed construction drawings based on approved project design.
   b. Prepare structural calculations.
   c. Perform structural evaluations of existing buildings or structures, if applicable.
   d. Prepare written technical specifications for construction of the approved project design.
   e. Assemble Special Provisions document including the contract bid documents and the technical specifications.
   f. Peer review of documents, and calculations.
   g. Prepare detailed cost estimates.
   h. Prepare and submit sustainable design documentation including the USGBC Leadership in Energy and Environmental Design (LEED) certification materials and submittal process documentation.

3. Bid and Construction Administration:
   a. Assist with pre-bid questions, clarifications and preparation of addenda.
   b. Review all material submittals from the contractor for compliance with the construction specifications.
   c. Assist in response to clarification requests and the preparation of change orders.

B. The Consultant shall provide expertise and/or hire and coordinate with the proper sub-consultants in other related professional disciplines as required but not limited to the following:

Mechanical Engineering	Mechanical Systems, Pumps, Filtration Systems
Electrical Engineering	Electrical Systems and Lighting
Structural Engineering	Geotechnical Review, Cost Estimating Construction Observation / Administration
Civil Engineering/Architect	Sustainable Design/LEED certification

C. The Consultant shall be familiar with all of the current applicable Federal, State, and Local laws and ordinances, regulations, Codes and other regulatory procedures including, but not limited to: Americans with Disabilities Act (ADA), the California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electric Code (CEC), California Fire Code (CFC), American Society of Testing and Materials (ASTM), City Standard Specifications and Details and Policies.

SECTION 3. SPECIFIC SERVICES.

A. Service Initiation

Prepare Service Order - Upon request of CITY's Project Manager, CONSULTANT shall meet with the Project Manager to discuss the Project. CONSULTANT shall become familiar with the Project description, scope and goals and develop proposed scope of services.

CONSULTANT shall prepare a proposed scope of work for Project services consistent with CITY'S standard form of service order (attached hereto as Exhibit "G"). The proposed scope of services shall, at a minimum, include the following: Project Description, Scope of Services including deliverables, and Schedule of Performance and Schedule of Compensation. CONSULTANT shall submit the proposed scope of services to the Project Manager in both paper and electronic format.
The Project Manager will review and comment on proposed scope of work, and the parties shall agree on the terms of the final Service Order. CONSULTANT shall not be compensated for work performed in preparing a draft scope of services for a Service Order.

B. Service Implementation

Upon receipt of an authorized Service Order, CONSULTANT shall begin Project services described in the Service Order in accordance with the Schedule of Performance in the Service Order. For each Project, in addition to the specified services, products and deliverables detailed in the Service Order, CONSULTANT shall perform the following tasks:

Task 0.1 - Initial Meeting - Prior to beginning substantive work on a project, CONSULTANT shall meet with CITY to establish procedures and notifications for any necessary meetings and communications with CITY staff; collect available data from the CITY and establish additional data needs and availability; confirm the format for all project products and deliverables; and address any preliminary project concerns. The meeting will be the primary opportunity to discuss the CITY'S intent, schedule and budget for the project. The CONSULTANT shall prepare minutes of the meeting and distribute minutes to meeting participants.

Task 0.2 - Project Coordination Meetings - CONSULTANT shall attend and/or conduct project coordination meetings as required to perform authorized services and as required by Project Manager. CONSULTANT shall prepare minutes of each meeting and distribute minutes to participants.

Task 0.3 - Project Schedule - CONSULTANT shall prepare and submit a detailed schedule of performance consistent with the schedule contained in the Service Order to the Project Manager for review and approval. CONSULTANT shall confirm or update the schedule monthly at a minimum. Any changes to the schedule shall only be permitted with the written approval of CITY's Project Manager.

Task 0.4 - Project Progress Report - CONSULTANT shall submit a monthly report to the Project Manager detailing progress on the Project services.

Task 0.5 - Request for Payment / Invoice - CONSULTANT shall submit progress payment invoices to the Project Manager monthly, as specified in EXHIBIT D. The updated Project schedule and progress report may be submitted as attachments to the invoice.

Task 0.6 - Project Record - CONSULTANT shall develop and maintain a detailed record of the chronology of the project tasks and milestones completed that are decisive, conclusive or relevant to the outcome of the Project. CONSULTANT shall submit a copy of the Project Record to the Project Manager prior to final payment for services performed on the Project. The Record shall be submitted in both paper and electronic format.

Task 0.7 - Project Documents - Aside from deliverables specified in the Service Order, and before the conclusion of the Project and final payment for services performed on the Project, CONSULTANT shall submit to the Project Manager a copy of all project documents that are decisive, conclusive or relevant to the outcome of the Project. Such documents may include, without limitation, topographical surveys and mapping, utility mapping, site inventories, base plans, reports and studies, permit applications and permits, environmental documentation, records of meetings, and communication documents. Documents shall be submitted in both paper and electronic format, as available.

END OF EXHIBIT

EXHIBIT C

SCHEDULE OF PERFORMANCE

All work under this AGREEMENT shall be completed on or before *XXXXXXX*. Work shall be initiated on an as-needed basis at the request of CITY, and work shall be prosecuted pursuant to details defined in each specific Service Order, as set forth in EXHIBIT B of this AGREEMENT.

At the discretion of CITY, the term and of this AGREEMENT may be extended up to six months in order to complete specific project work that is authorized by Service Order prior to *XXXXXXX*. Extension of the term and of the AGREEMENT shall be accomplished only by written authorization of the Director of Public Works or the Director's designee, and only in the event that no other provision of this AGREEMENT is modified.

END OF EXHIBIT

EXHIBIT D

COMPENSATION

Section 1. Maximum Compensation for Master Agreement.

Maximum Amount: The maximum amount of compensation the CITY will pay to the CONSULTANT under this Master Agreement, including both payment for professional services and reimbursable expenses, shall not exceed ONE HUNDRED THOUSAND Dollars ($100,000). Any hours worked for which payment would result in a total exceeding this maximum amount shall be at no cost to the CITY.

Manner of Payment: Each Service Order will set forth whether the CITY will pay the CONSULTANT for work performed under such Service Order on a lump sum basis or on an hourly basis. Section 2 of this Exhibit applies to each Service Order where the CITY will pay the CONSULTANT a lump sum for the work performed. Section 3 of this Exhibit applies to all Service Orders where the CITY will pay the CONSULTANT on an hourly basis for the work performed.

Section 2. Lump Sum Payment.

2.1 Lump Sum Amount: The Service Order shall specify the lump sum amount the CITY will pay the CONSULTANT for performing the required work. The lump sum amount compensates the CONSULTANT for all its costs necessary to complete the work, including professional services and reimbursable expenses. CONSULTANT shall complete all work set forth in the Service Order for the lump sum amount.

2.2 Progress Payments: The Service Order may provide for the CITY to pay the lump sum amount by making progress payments. Under such circumstances, the Service Order shall specify appropriate milestones and the amount payable upon successful completion of each milestone. Upon completion of a milestone to the Director's satisfaction, the CONSULTANT shall invoice the CITY for the appropriate progress payment. The CITY will make the appropriate progress payment to the CONSULTANT within thirty (30) days of the Director'S approval of the CONSULTANT's invoice.

2.3 Lump-Sum Payment: If the Service Order does not provide for the CITY to make progress payments, then the CITY shall make a single, lump-sum payment to the CONSULTANT upon completion of all the work to the Director's satisfaction. Upon completion of the work to the Director's satisfaction, the CONSULTANT shall invoice the CITY for the lump-sum amount. The CITY shall pay the lump-sum amount within thirty (30) days of the Director's approval of the CONSULTANT's invoice.

Section 3. Payment on an Hourly Basis.

Maximum Compensation: The Service Order shall specify the maximum amount of compensation for the work, including both payment for professional services and reimbursable expenses. The CONSULTANT shall complete all work it is required to perform under the Service Order for no more than the specified maximum amount. Any hours worked for which payment would result in a total exceeding this maximum amount shall be at no cost to the CITY.

Budget: If the Service Order itemizes budget amounts for any phase or category of work, then CONSULTANT shall not exceed such itemized amount without the Director's prior written authorization. The Director may approve, in writing, transfers of budget amounts between any of the phases or categories of work listed in the Service Order, provided the aggregate total compensation does not exceed

the maximum compensation.

Hourly Rates: CITY will compensate CONSULTANT at the hourly rates in Exhibit D-1 of this Master Agreement. Notwithstanding anything to the contrary, these hourly rates are valid for the term of this Master Agreement unless changed by written amendment.

Reimbursable Expenses: The CITY will reimburse for expenses subject to the following:

Each Service Order will specify the maximum amount of expenses for which the CITY will reimburse the CONSULTANT. The CITY will reimburse expenses at actual cost plus fifteen percent (15%). Any expenses the CONSULTANT incurs beyond the specified amount is at no cost to the CITY.

The following expenses are reimbursable to the extent the CONSULTANT documents to the Director's satisfaction that they were incurred in performing the work required by the Service Order: (a) the cost of mailing, shipping and/or delivery of documents or products to the CITY, (b) the cost of photographing, reproducing and/or copying, (c) the cost of the subconsultant, provided the Director has preapproved, in writing, the use and cost of the subconsultant, (d) telephone and fax charges, (e) the rental of any specialized equipment to the extent the Director has preapproved, in writing, the cost of such rental, and (f) any other expenses expressly identified in the service order as reimbursable. No other expenses are reimbursable unless the Director has preapproved, in writing, such expense.

3.5 Invoice: Every month the CONSULTANT shall invoice the CITY for work performed during the immediately previous month. The monthly invoice shall set forth for the relevant invoice period, a detailed description of the work completed, the number of hours worked and the applicable hourly rates, a detailed description of the reimbursable expenses incurred and the amount of such expenses, and documents supporting the reimbursable expenses. The invoice shall also show the total to be paid for the invoice period, the aggregate amounts of payments received to date under the Service Order and the balance of maximum compensation for remaining work on the Service Order.

EXHIBIT D-3

SCHEDULE OF CHARGES

STANDARD HOURLY RATES

Employee classification	$X
Employee classification	$X
Continue as required…	$X

END OF EXHIBIT

EXHIBIT E

INSURANCE

The CONSULTANT, at the CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Commercial General Liability coverage ("occurrence") Form Number CG 0001 including products and completed operations; and

2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025, if applicable. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

4. Professional Liability Errors & Omissions.

B. Minimum Limits of Insurance

The CONSULTANT shall maintain limits no less than:

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

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

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of $1,000,000 per accident; and

4. Professional Liability Errors and Omissions $1,000,000 Aggregate Limit. The CONSULTANT shall cause its sub-consultant(s) to maintain Professional Liability/Errors and Omissions insurance.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to, and approved by the CITY's Risk Manager. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the CITY, its officers, employees, agents and contractors; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverage
   a. Insured. The City of San José, its officers, employees, agents and contractors are to be covered as additional insured as respects: Liability arising out of activities performed by or on behalf of, the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, leased or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, employees, agents and contractors.

   b. Contribution Not Required. The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents or contractors shall be in excess of the CONSULTANT's insurance and shall not contribute with it.

   c. Provisions Regarding the Insured's Duties after Accident or Loss. Any failure to comply with reporting provisions of the policies by the CONSULTANT shall not affect coverage provided the CITY, its officers, employees, agents, or contractors.

   d. Coverage. Coverage shall state that the CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the CITY's Risk Manager, ten (10) days' prior written notice for non-payment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the CITY's Risk Manager.

F. Verification of Coverage

The CONSULTANT shall furnish the CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed

in writing by the Risk Manager:

THE CITY OF SAN JOSE--Finance
Risk Management
Attn: Connie Aparicio-Yanez
200 East Santa Clara Street, 4th Floor Tower
San José, California 95113

G. Subconsultants

The CONSULTANT shall include all subconsultants as insured under its policies or shall obtain separate certificates and endorsements for each sub-consultant.

END OF EXHIBIT

EXHIBIT F

SPECIAL PROVISIONS

In the performance of this Agreement:

1. Prohibition on Discrimination and Preferential Treatment.

The CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

2. Compliance Reports.

If directed by the Compliance Officer of the CITY, the CONSULTANT shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether the CONSULTANT or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this AGREEMENT and Chapter 4.08 of the Municipal Code.

3. Failure to Comply with Nondiscrimination Provisions.

If the Compliance Officer determines that the CONSULTANT has not complied with the nondiscrimination or nonpreference provisions of this AGREEMENT, the CITY may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject the CONSULTANT and/or subcontractor to debarment proceedings pursuant to provisions of the San José Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San José Municipal Code and is a misdemeanor.

4. Subconsultants Agreements.
The CONSULTANT shall include provisions 1 through 3, inclusive, in each Subconsultant agreement entered into in furtherance of this AGREEMENT so that such provisions are binding upon each of its Subconsultants.

5. Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this AGREEMENT may be waived by the Compliance Officer, if the

Compliance Officer determines that the CONSULTANT has its own nondiscrimination requirements or is bound in the performance of this AGREEMENT by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONSULTANT or other governmental agency are substantially the same as those imposed by the CITY.

6. Prevailing Wages.

CONSULTANT acknowledges that portions of the services required by this AGREEMENT are a Public Work, subject to the provisions of Section 1771 of the California Labor Code. CONSULTANT shall pay, or cause to be paid, prevailing wages, as set forth in the California Labor Code Section 1770 *et. seq.*, for all labor performed to facilitate the professional services provided under this AGREEMENT, including, but not limited to, inspection, surveying, drilling, trenching, and excavation. CONSULTANT shall include in all agreements for such labor, a requirement that the employer provide all workers with written notice that prevailing wages apply.

CONSULTANT shall maintain, or cause to be maintained, all records documenting the payment of prevailing wages as required by the State prevailing wage law. CONSULTANT shall maintain these records for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT under this AGREEMENT. CONSULTANT shall provide to the CITY, at no cost to the CITY, a copy of all such records within ten (10) working days of a request for such records by the CITY's Office of Equality Assurance.

CONSULTANT expressly agrees that the compensation agreed to between the parties includes all payment necessary to meet State prevailing wage law requirements. CONSULTANT shall indemnify the CITY for any claims, costs or expenses which the CITY incurs as a result of CONSULTANT's failure to pay, or cause to be paid, prevailing wages.

END OF EXHIBIT

EXHIBIT G

City of San José – Dept of Public Works

SERVICE ORDER # - Consultant Services Master Agreement

CONSULTANT MASTER AGREEMENT

AC# _____

Approval: City Manager ☐ City Council ☐ Term: Start _____

Date _____ Date _____ Item No._____ End _____

Max. Master Agrmt. Comp. $ _____ Previously Encumbered on AC: SO # _____ for $_____

Consultant: Firm Name: _____

Address:_____

Contact: _____ Phone: _____

PROJECT DESCRIPTION

Project Name: _____

Description: _____

Attachment A: Includes Description of Project, Scope of Services, Schedule of Performance and Compensation

CITY PROJECT MANAGEMENT

Managing Division: City Facilities Architectural Services Project Manager: _____

> Division Manager: Katherine Jensen Date: _____

FISCAL/BUDGET

Current **unencumbered** amount in Master Agreement: $ _____

ENCUMBER: Fund: ___ Appn: _____ RC: _____ Consultant Comp. for S.O. #___: $ _____

New balance in Master Agreement: $ _____

> Division Analyst:_____ Date: _____

APPROVALS

> Consultant: _____ Date: _____

> Deputy City Attorney: _____ Date: _____

> Director of Public Works: _____ Date: _____

Appropriation Certification: I hereby certify that an unexpended appropriation is available in the above fund for the above contract as estimated, and that funds are available as of this date of signature.

> Authorized Signature: _____ Date: _____

Progress Payments for Service Order # ____ with consultant

Payment # _____ Total: $_

Previous Payments: $____ Current Payment: $_____ Bal. Remaining: $ _____

ATTACHMENT B

NONDISCRIMINATION/NONPREFERENTIAL TREATMENT PROVISIONS

The successful Proposer shall fully comply with Chapter 4.08 of the San José Municipal Code and shall not discriminate against or grant preferential treatment to any subconsultant on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin in the performance of City of San José contracts. Any firm which so discriminates or gives preferences shall be deemed not to be a responsible Proposer in accordance with City of San José Charter Section 1217.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION

The City of San José encourages Proposers to consider utilization of subconsultants and to provide MBE/WBE subconsultants with a full and fair opportunity to submit proposals to participate on this contract. Proposers are encouraged to use the "suggested voluntary outreach efforts."

Neither the level of MBE/WBE participation in the proposal nor the Proposer's outreach efforts to include MBE/WBEs in their proposal will be considered by the City of San José in the ranking of the proposals.

SUGGESTED VOLUNTARY OUTREACH EFFORTS

Outreach efforts are voluntary by the Proposers to obtain MBE/WBE participation in the contract. The following list of examples of outreach efforts is not exclusive or exhaustive. Other outreach efforts may also be effective.

1. Identify appropriate subconsultant opportunities.

    1. Send written solicitations to all potential subconsultants including certified MBE/WBEs licensed or reputed to be qualified to provide the identified service before proposals are due and providing information about the requirements for the Project and for the identified service.

    2. Follow-up on initial solicitations with all potential subconsultants including interested minority and women-owned businesses to determine interest.

CERTIFICATION OF MINORITY OR WOMEN BUSINESS ENTERPRISES

In order to accurately determine the level of MBE/WBE participation on a City of San José contract and to meet federal requirements, the City of San José requires MBE/WBEs to be certified under the State of California Unified Certification Program (UCP).

Businesses without an MBE/WBE certification, who may qualify as a minority or women-owned business, are invited and encouraged to apply for UCP certification. UCP certification applications may be obtained by contacting the Valley Transportation Authority Office of Civil Rights and Employee Relations at (408) 952-4105.

ATTACHMENT C

City of San José

Request for Contracting Preference for Local and Small Businesses

Chapter 4.06 of the San José Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San José Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (*i.e. there are not a variety of other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the bid or quote. For example, a nonlocal vendor submits a quote of $200 per item and a LBE submits a quote of $204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately $5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as $199.

In procurements such as RFP there are usually a variety of factors evaluated to determine which proposal best meets the City's needs. In procurements such as these where price is not the determinative factor, an LBE or SBE will be given an **additional** 5% to 10% **points** in the **scoring** of their proposal.

The following determinations have been made with respect to this procurement: (for official use only)

Type of Procurement	☐ Bid	☐ Request for Quote	☐ Request for Proposal
Type of Preference	☐ Price is Determinative	x Price is Not Determinative	
Amount of Preference	LBE preference = 2.5% of **Cost** SBE preference = 2.5% of **Cost**	LBE preference = 5% of **Points** SBE preference = 5% of **Points**	

In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.

Business Name			
Business Address			
Telephone No.			
Type of Business	☐ Corporation	☐ LLC	☐ LLP
	☐ General Partnership	☐ Sole proprietorship	☐ Other (explain)

***LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**
In order to qualify as an LBE you must provide the following information:

Current San José Business Tax Certificate Number	
Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:	

****SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**
In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business --NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has: ☐

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*): ☐ Local Business Enterprise ☐ Small Business Enterprise
I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: _____ , California
Date: _____
Signature _____
Print name

ATTACHMENT D

INSURANCE ACKNOWLEDGEMENT

FINANCE DEPARTMENT
Purchasing Division

REVIEW, EXECUTE AND RETURN WITH RFQ SUBMITTALS

It is imperative that you review the City's attached insurance requirements with your insurance agent(s) prior to submitting your quote / bid, as increase in your premium should be considered in your quote / bid.

Your firm may have already done business with the City and have insurance on file. However, it is important that you verify with your Insurance agent(s) that the policy (ies) is/are still in effect and the coverage(s) are the same as in the attached insurance requirements.

If you or your agent has any questions, please contact the Risk Manager's Office at (408) 535-7061.

I have read the above and acknowledge that insurance is required; that I have the necessary coverage; and that these insurance requirements will be made a part of the Consultant Agreement.

DATE: _____

SIGNATURE: _____

NAME: _____
(Type or Print)

COMPANY: _____

ATTACHMENT E

CONFLICT OF INTEREST FORM

To be completed by consultants making proposals.

NAME **DATE**

PROPOSED ASSIGNMENT: Civil Engineering Consultant Services

In order for the City to assess whether the personnel proposed to be assigned by the successful Proposer to work on the Proposed Assignment have a conflict of interest, this form must be completed by each person that the Proposer intends to assign.

Questions	Yes (Provide Details)	No
1. Do you have any official, professional, financial or personal relationships with any person or firm that might affect your judgment or your ability to provide services to the City that are fair and impartial?		
2. Stock and Investments (a) Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment? (b) Does your spouse or a dependent own any stock in company likely to be affected by or involved in the Proposed Assignment? (c) Do you hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? (d) Does your spouse or a dependent hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? If the answer is **yes** to any of the above questions, please provide the name of the company and the amount of the stock or investment.		
3. Employment & Consulting (a) Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? (b) Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? (c) Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? If the answer is **yes** to any of the above questions, please provide name of employer, nature of services provided and if the dates employed or retained.		

4. Payments or Gifts (d) Within the past 12 months, have you received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment? (e) Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment? If the answer is **yes**, please provide the amount the payment or value of the gift, the name and position of the payor/donor and the date of receipt.		
5. Real Estate (a) Do you own real property that is likely to be affected by or involved in the Proposed Assignment? (b) Does your spouse or a dependent own real property that is likely to be affected by or involved in the Proposed Assignment? If the answer is **yes**, please provide the location of the property.		
6. Positions (a) Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment? (b) Does your spouse or a dependent hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment? If the answer is **yes**, please provide the name of the entity, and the title of the position held.		

If during the course of the evaluation, any personal, external, or organizational impairments occur that may affect your ability to do the work and report findings impartially, notify the Program Manager immediately.

_____
Signature

_____
Print Name

_____
Date

ATTACHMENT F

GIFT ORDINANCE

Municipal Code, Chapter 12.08
Prohibition of Gifts

12.08.010 Gifts Prohibited

A. No officer or designated employee of the City or its Redevelopment Agency shall accept any gift, directly or indirectly, from any person who is subject to the decision-making or recommending authority of such officer or employee, except as specifically provided in this Chapter.

B. "Person subject to the decision-making or recommending authority" means any individual, firm or entity whose interest or whose employer's or client's interest:

1. Has been materially affected by the work of such officer or employee within the two (2) years prior to the time the gift is given; or
2. In the future could reasonably be foreseen to be materially affected by the work of such officer or employee.

12.08.015 Political Reform Act Requirements

A. The reporting and disclosure of gifts shall be done in accordance with the requirements of the Political Reform Act (California Government Code Section 81000 *et seq.*, as amended) and the requirements in this Chapter.

B. The gift limitations and disqualification requirements under the Political Reform Act are applicable to gifts which are not prohibited by this Chapter.

12.08.020 Gift Defined

"Gift" means a voluntary transfer of any thing, service, payment or value to the extent that legal consideration of equal or greater value is not received.

A. As used in this Chapter, the term "gift" includes:

1. Any rebate or discount in the price of any thing of value unless the rebate or discount is made in the regular course of business to members of the public.
2. An officer's or employee's community property interest, if any, in a gift received by that individual's spouse.
3. The provision of travel, including transportation, accommodations and food, except as expressly permitted pursuant to Section 12.08.030.

B. As used in this Chapter, the term "gift" does not include:

1. Campaign contributions which otherwise comply with Title 12 of the San José Municipal Code and which are required to be reported under Chapter 4 of the Political Reform Act of 1974 as amended.
2. Any devise or inheritance.

12.08.030 Gifts Not Prohibited

This Chapter does not prohibit those gifts which strictly fall within the exceptions enumerated herein:

A. Gifts with a value less than fifty dollars ($50): Any gift, including meals and beverages provided to an officer or employee in a business or social setting, that has a value less than fifty dollars ($50), as long as the total value of all such gifts received from any one donor does not exceed fifty dollars ($50) or more in any calendar year.

B. Informational material: Informational material such as books, reports, pamphlets, calendars, or periodicals or reimbursement for any such expenses. Informational material does not include provision of educational trips including transportation, accommodation and food.

C. Hospitality: Gifts of hospitality involving food, beverages or occasional lodging provided to any officer or designated employee by an individual in such individual's primary residence.

D. Reciprocal gifts: Presents exchanged between any officer or designated employee and an individual, other than a lobbyist as defined in Chapter 12.12, on holidays, birthdays, baby showers, or similar occasions provided that the presents exchanged are not substantially disproportionate in value.

E. Panels and seminars: Free admission, food, beverages, and similar nominal benefits provided to an officer or employee at an event at which the officer or employee speaks, participates in a panel or seminar or performs a similar service, and reimbursement or advance for actual intrastate travel or for necessary accommodations provided directly in connection with such event.

F. Admission given by sponsor of an event: Admission to ceremonial, political, civic, cultural or community functions provided by a sponsor of the event for the personal use of the officer or employee. For example, cultural events include theatrical productions and art exhibits; political events include political fundraisers.

1. Admission to regularly scheduled athletic events, such as tickets to professional sporting events, are not included as an exception to prohibited gifts.

2. A sponsor of an event shall not include individuals, persons or organizations whose sponsorship of the event is solely limited to funding or monetary support such as the purchase of tickets.

G. Employment interview - government employer: Transportation, accommodation, food and directly related expenses advanced or reimbursed by a governmental agency in connection with an employment interview, when the interview is conducted at least one hundred fifty (150) miles from San José and where the situs of the employment will be at least the same distance from the City.

H. Employment interview - private employer: Transportation, accommodation, food and directly related expenses incurred in connection with an employment interview and a bonafide prospect of employment, when the expenses are advanced or reimbursed to an officer or designated employee by a potential employer, provided that the officer or designated employee has not made or participated in the making of a governmental decision materially affecting the financial interest of the potential employer during the twelve (12) months immediately preceding the time the expenses are incurred or the offer of employment is made, whichever is sooner.

I. Authorized travel: Transportation, accommodation, food and directly related expenses for any officer or designated employee which has been authorized by a majority of the City Council or Redevelopment Agency Board or which is pursuant to a written City or Redevelopment Agency policy for intrastate or interstate travel regardless of the source of payment.

J. City or Redevelopment Agency business: Transportation provided to an officer or designated employee by a contractor or other person doing business with the City or Redevelopment Agency, provided that such transportation is related to City or Redevelopment Agency business which is within the scope of employment or the duties of such officer or designated employee, and further provided that such transportation is not in excess of one hundred twenty-five (125) miles one way. Nothing in this subsection

shall be interpreted to limit the City Council's or Redevelopment Agency Board's discretion to approve travel under subsection I. above.

K. Flowers: Flowers, plants or balloons which are given on ceremonial occasions, to express condolences or congratulations, or to commemorate special occasions.

L. Prizes and Awards from Bona Fide Competitions: A prize or award received shall be reported as a gift unless the prize or award is received in a bona fide competition not related to the recipient's status as a City or Redevelopment Agency employee. If reported as a gift, the prize or award must comply with the disclosure and disqualification requirements under the Political Reform Act of 1974 as amended.

M. Wedding gifts: Wedding gifts from an individual other than a lobbyist as defined in Chapter 12.12.

12.08.040 <u>Acceptance Of Gifts</u>

A gift shall be deemed to have been accepted except where:

A. It is not used, and, within thirty (30) days after receipt, is returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes.

B. It is treated as and remains the property of the City or the Redevelopment Agency.

C. It is received by an officer or designated employee in his or her official capacity or as a representative of the City or Redevelopment Agency, is reported to the City Council or Agency Board, and the Council or Board approves the retention.

12.08.050 <u>Reporting Gifts To Domestic Partner, Spouse And Children</u>

A. At the time of filing the annual disclosure statement required by the Political Reform Act or any applicable conflict-of-interest code, each City and Redevelopment Agency officer and designated employee shall file a family gift report on a form to be provided by the City Clerk.

B. The officer or designated employee shall indicate on such report any gifts known to have been accepted during the relevant reporting period by such officer's or employee's domestic partner, spouse and any dependent child where such gifts would have been prohibited to the officer or employee. The value of any such gift and the donor must be disclosed. If the officer or employee has no knowledge of any such gift having been received, the report shall so state.

C. For purposes of this Section, domestic partner shall mean any person registered as a domestic partner by an employee with the City of San José.

Attachment G

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

CONSULTANT STATEMENT OF QUALIFICATIONS

1. DATE

2. CONSULTANT NAME, BUSINESS ADDRESS, PHONE & FAX NUMBERS, WEBSITE	3. YEAR FIRM ESTABLISHED	4. NUMBER OF EMPLOYEES IN FIRM
Name: _____ Address: _____ _____ Phone: _____ Fax: _____ Website:		
	5. LOCAL OFFICE (**Local Office is defined as located within the Santa Clara County limits and at least one full time employee at that location) Circle one.** YES NO	

6. PRIMARY CONTACTS WITHIN THE COMPANY

Name	Title	Telephone Number	email
1.			
2.			
3.			

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

CONSULTANT STATEMENT OF QUALIFICATIONS

7. CONSULTANT SPECIALITIES

8. LIST OF LEAD PROFESSIONAL PERSONNEL BY AREA OF EXPERTISE :
(Attach 1 page resume for each person listed) List up to 3

9. SUBCONSULTANTS: List of Subconsultants, addresses, and subconsultant area of expertise (List up to 5)

FIRM	ADDRESS	AREA OF EXPERTISE

10. PRIOR EXPERIENCE WITH RAP/RAW CONSTRUCTION DOCUMENT PREPARATION

Yr.	Project Name and Location	Owners Name and Address Contact Name and Phone Number	Scope of Work (Indicate if EIR, MND, etc.)

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

CONSULTANT STATEMENT OF QUALIFICATIONS

11. Graphics: Enclose 3-5 samples of construction documents (no photographs), on 8-1/2" by 11" size format prepared by the consultant team.			

AS AN AUTHORIZED REPRESENTATIVE OF THIS COMPANY, I CERTIFY THAT THE INFORMATION PROVIDED IN THIS DOCUMENT IS TRUE, ACCURATE, AND REPRESENTS THE MOST CURRENT INFORMATION AVAILABLE AS OF THE DATE BELOW.

Signature _____ _____

Name(typed) Title(typed) Date