

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

REQUEST FOR PROPOSAL
FOR SERVICES

Building Condition Assessment Services

PROPOSAL SUBMITTAL DEADLINE:

DATE: October 26, 2020

TIME: 5:00 P.M.

Submit by email to: dkeller@losgatosca.gov



REQUEST FOR PROPOSAL

For Professional Consultant Services Building Assessments

1. INTRODUCTION

The Town of Los Gatos (Town), is soliciting a Request for Proposals (RFP) from qualified Architectural Engineering firms to provide Building Condition Assessments for each Town Facility. The selected proposer will be expected to deliver high quality services in the production of detailed reports, a preventive maintenance program and consultation with Town staff that maintain these facilities. Minimum requirements and detailed description of work is included in Attachment A “Scope of Services”.

2. ATTACHMENTS

The attachments below are included with this Request for Proposal (“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 – Sample - Agreement for Services
Attachment D – Cost Proposal*
Attachment E – Building Inventory

3. INSTRUCTIONS TO PROPOSERS

- 3.1 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.
- 3.2 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.
- 3.3 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 **5:00 p.m. on Wednesday, October 21, 2020**. Correspondence shall be addressed to:

Dan Keller
Department of Parks and Public Works
41 Miles Avenue
Los Gatos, CA, 95030
Telephone: (408) 395-5310
E-mail: dkeller@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.

- 3.4 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.
- 3.5 Submission of Proposals:
All proposals shall be submitted to:

Dan Keller
Department of Parks and Public Works
41 Miles Avenue
Los Gatos, CA, 95030
Telephone: (408) 395-5310
E-mail: dkeller@losgatosca.gov (Preferred)

Proposals must be delivered no later than **5:00 pm on Monday, October 26, 2020**
All proposals received after that time will not be accepted.

3.6 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 executed by authorized representatives of the Town and of the Proposer.

5. RFP TIMELINE

The Town intends to select a consultant prior to **Thursday, November 5, 2020**. The Town may, at its own discretion, conduct interviews and other evaluations of some, all, or none of the applicants prior to selection. The Town will select the firm that best meets the needs of the Town.

6. INFORMATION TO BE SUBMITTED

These guidelines govern the format and content of the proposal. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the Town's requirements and the contractor's ability to meet those requirements.

In addition to the items included within this RFP and attachments A-E, the proposal should include the following information:

- Cover letter describing how the consultant can meet the needs of the Town.

- Relevant experience and expertise of the firm.
- Identification of the project team, including the main project contact.
- Resumes for the project team identifying relevant experience.
- Description of and three references for projects of similar size and scope.
- Other relevant information to assist the Town in its selection.

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.

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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 contractual services under this RFP will be subject to the following requirements:

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

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

15. TERM OF AGREEMENT

The initial term of this agreement is anticipated to be for one year, subject to appropriation of funds, notwithstanding any other provision in this agreement

16. PREVAILING WAGES

In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. Service Provider will be required to pay to all persons employed on the project by the Service Provider sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents may be obtained from the State of California.

Pursuant to Labor Code section 1725.5, no contractor or subcontractor may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations.

ATTACHMENT A Scope of Services

Basic Services:

The Town is soliciting a Request for Proposals (RFP) from qualified architectural engineering consultants to provide building condition assessments of Town facilities. The consultant shall follow ASTM standards and manufacturer recommendations to provide complete assessments. Through inspection and evaluation, the consultant shall provide individual building assessment reports for each facility identified in attachment D, "Town of Los Gatos Facilities". The reports are intended to give a complete condition summary of each facility and should include an analysis of life expectancy and a system component replacement schedule that projects costs over the next 15 years. Assessments should include evidential photos and informational graphs. Building systems include: Architectural and building envelope, mechanical, electrical, plumbing and drainage systems and exterior hardscape. A preventive maintenance program shall be developed and presented for all facility building systems. All areas of facilities will be made accessible, including common areas, workspaces, roof, basement, mechanical and electrical rooms and facility grounds. The award of contract shall be the sole discretion of the Town. It is the intent to make one award to one Bidder for all requirements.

Building Systems:

- a. Architectural and building envelope: Roof, gutters, siding, trim, doors, windows, flooring, interior and exterior finishes.
- b. Electrical: Service, distribution, lighting, emergency generators, controls and uninterrupted power supplies (UPS).
- c. Fire Life Safety equipment: Suppression and alarm systems.
- d. Hardscape: Exterior concrete paths, patios, decks, stairs, retaining walls and pavement.
- e. Mechanical: Heating, ventilation, air conditioning (HVAC) and controls.
- f. Plumbing: Fixtures, piping, domestic water distribution, water heaters, pumps, sanitary waste, storm drainage, and special plumbing for fuel, lubrication and compressed air.

Purpose of the Request for Proposal:

The purpose of this RFP is to obtain comprehensive building condition assessments for both short and long term recommendations for corrective actions to ensure building sustainability and budget estimates for the corrective work and projected budget estimates for the next 15 years to be included in the Town's Capital Improvement Plan.

Qualifications:

The project requires detailed inspections of all Town facilities as specified herein by architectural and engineering professionals. The Consultant must have a company office within the state of California and include a professional estimator with similar work experience who is familiar with ASTM techniques.

Tasks to provide complete Assessments of each facility:

1. The consultant shall visit sites, inspect, collect and review available manufacturer information and work with Town staff to gain historic maintenance documentation to determine age and condition of buildings and equipment.
2. The Consultant shall assess the age, condition and functional life expectancy and projected replacement costs of these systems. The consultant shall visually evaluate the conditions of each of these elements and include documentation of findings with photographs and graphs.
3. The Consultant shall include deficiencies in building code compliance of equipment and ADA requirements per building code in reports.
4. The consultant shall provide a preventative maintenance program including a list of maintenance tasks with a schedule of effective intervals to achieve optimal performance and reach the maximum life of equipment.
5. The consultant shall assemble an all-inclusive comprehensive report for each Town facility, to be made available in electronic and hard copy formats.

**ATTACHMENT B
Proposer's Information Form**

PROPOSER (please print): _____

Company: _____

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 Ventures
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 CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on (DATE) by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") Name of Consultant, ("Consultant"), whose address is (Address). This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide XXX services for XXX.
- 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 Proposal sent to the Town on (DATE), 2020, 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 date of execution to XXX.
- 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 \$XXX**, 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 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.
- 4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation

of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.

- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of

Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.

4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

4.5 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.

4.6 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.

4.7 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)
(Address)

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

4.8 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.

4.9 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

Recommended by:

Matt Morley
Director of Parks and Public Works

Printed Name and Title

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, CMC, Town Clerk

**ATTACHMENT D
Cost Proposal**

Provide a not-to-exceed cost proposal for all work described under the “Scope of Services” broken down by project component at each location. The cost should be based on a 120 day completion of work and should include a breakdown of consultant hours per task, hourly rates for all team members. Consultants are encouraged to submit suggestions for cost savings and other ways of promoting cost efficiency and to highlight any tradeoffs inherent in the suggested alternatives. Pricing should include a breakdown for primary and secondary buildings listed in this document. Proposers should retain a detailed breakdown, by building, of all costs included in the grand total proposed.

FACILITY	ADDRESS	COST
Section A. Primary Buildings		
Civic Center (est. 1964)	110 E. Main St.	
Town Hall	“	
Police Department Head Quarters	“	
New Museum & Friends of Library Bookstore	106 E. Main St.	
	Sub total	
Corporation Yard – PPW Service Center (est. 1977)	41 Miles Ave.	
White House (moved onto site and renovated 1991)	“	
Engineering Bldg.	“	
Maintenance Bldg. (Outback)	“	
Equipment Bldg.	“	
	Sub total	
Forbes Mill Museum (1854)	75 Church St.	
Library	100 Villa Ave.	
Police Operations Building (POB)	15900 Los Gatos Blvd.	
Recreation Center (Adult) ARC	208 E. Main St.	
Recreation Center (Youth) YRC	123 E. Main St.	
Tait Museum	213 Tait Ave.	
Venue		
	(Section A) Total	
Section B. Secondary Buildings		
Lot #4 Underground Parking Garage	Grays Lane	
Balzer Field - Restroom Building	41 Miles Ave.	
Belgatos Park - Restroom Building (est. 1977)	330 Belgatos Rd.	
Blossom Hill Park - Restroom Building	16300 Blossom Hill Rd.	
Creekside Sports Park - Restroom/Snack Shack Bldg	930 University Ave.	
Oak Meadow Park - Restroom Building	233 Blossom Hill Rd.	
	(Section B) Sub total	
	(Sections A & B) Total	

ATTACHMENT E
Town of Los Gatos Facilities

The following table includes all Town of Los Gatos Facilities in need of Building Assessments.

FACILITY	ADDRESS	SQ FT
Section A. Primary Buildings		
Civic Center (1964)	110 E. Main St.	
Town Hall	“	17,815
Police Department Head Quarters	“	5,585
New Museum & Friends Bookstore	106 E. Main St.	1,2511
	total	35,911
Corporation Yard – PPW Service Center (est. 1977)		
White House (moved onto site and renovated 1991)	“	2,734
Engineering Bldg.	“	4,800
Maintenance Bldg. (Outback)	“	1,716
Equipment Bldg.	“	4,741
	total	13,991
Forbes Mill Museum (1854)	75 Church St.	2,450
Library	100 Villa Ave.	29,500
Police Operations Building (POB)	15900 Los Gatos Blvd.	12,760
Recreation Center (Adult) ARC	208 E. Main St.	12,000
Recreation Center (Youth) YRC	123 E. Main St.	6,479
Tait Museum	213 Tait Ave.	3,400
Venue	4 New York Ave	3,757
Lot #4 Underground Parking Garage	Grays Lane	57,546
Section B. Secondary Buildings		
Balzer Field - Restroom Building	41 Miles Ave.	600
Belgatos Park - Restroom Building (1977)	330 Belgatos Rd.	608
Blossom Hill Park - Restroom Building	16300 Blossom Hill Rd.	924
Creekside Sports Park - Restroom/Snack Shack Bldg	930 University Ave.	850
Oak Meadow Park - Restroom Building	233 Blossom Hill Rd.	930
	TOTAL:	187,026