



**REQUEST FOR QUALIFICATIONS  
PROFESSIONAL SERVICES FOR  
ENVIRONMENTAL/CEQA ON-CALL CONSULTANTS**

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**Date:** September 28, 2020  
**To:** Interested Consultants  
**From:** Melinda Denis, Planning and Permit Center Manager  
**Subject:** Request for Proposals to Provide On-Call Environmental Review/CEQA Consulting Services

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## Introduction

The City of Pleasanton Community Development Department is seeking to retain up to three (3) firms to provide on-call environmental/CEQA consulting services. The term of the contract will be three (3) years (FY 2020-21 through FY 2023-24) with up to two additional one-year extensions.

The selected firms will be placed on an official list of qualified consultants who may be called upon to provide assistance with preparation of CEQA documents on an as-needed basis. The aggregate total contract for all three firms, over the initial three-year contract period, will be a not-to-exceed amount of \$1,500,000. Anticipated services may include but are not limited to preparation of Environmental Impact Reports, Initial Studies/Negative Declarations or Mitigated Negative Declarations, Addendums, and preparation of related technical studies. These services will support the Community Development Department in its overall work program, including and review of development applications, and CEQA documentation to support City-sponsored planning efforts and projects.

This Request for Qualification (RFQ) describes the Scope of Services, the necessary components of the Statement of Qualifications, the consultant selection process, and a sample copy of the Standard Professional Services Agreement. This RFQ also describes the required format of submitted Statement of Qualifications.

## Background

Pleasanton is a city of approximately 83,000 residents located at the intersection of I-580 and I-680 in eastern Alameda County. The City is bordered on the north by the City of Dublin and on

the east by unincorporated Alameda County and the City of Livermore. Land to the west and south of the City includes open space, agriculture, and permanently-protected ridge lands. Pleasanton has a well-defined, historic downtown, and a range of residential neighborhoods transitioning from older single-family and mixed residential districts on a traditional street grid around the downtown, to more typically suburban residential neighborhoods.

Although many parts of the city are considered built out, Pleasanton is a desirable location for new residential and commercial development, with a steady volume of applications for infill development and redevelopment projects, as well as more traditional “greenfield” subdivisions in outlying areas.

The local community is active and engaged, with most projects subject to a high degree of review and scrutiny. Thus, the quality, thoroughness and defensibility of the environmental review documents is of utmost importance.

### Scope of Services

The following is the general Scope of Work that is expected under the on-call contract. It is anticipated that a detailed scope of work will be developed for each individual project/work order, in consultation with the selected consultant.

The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of CEQA documents, which may include Environmental Impact Reports, Initial Studies/Negative or Mitigated Negative Declarations, Addenda, and Notices of Exemption. The work will require familiarity with all aspects of the California Environmental Quality Act, relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Pleasanton’s General Plan, Municipal Code and other relevant planning documents.

In addition to preparation of the CEQA documents themselves, the consultant (or their subconsultants) may be asked to conduct supporting studies or technical analyses, or to peer review applicant-provided studies, in a range of areas, including but not limited to aesthetics, noise, air quality, biological and cultural resource evaluation, and geotechnical and hydrological analysis. Note that the City has existing contracts with several on-call traffic/transportation and geotechnical consultants, who will generally provide any needed traffic/transportation and geotechnical analyses. Depending on the project, the City may, from time-to-time, also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

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When consultant services are required, staff will submit a request for services to one or more of the on-call consultants, including an outline of the proposed project, and expected scope of services. The consultant will then provide a proposed scope of work cost estimate, and schedule, upon which basis the City will issue a Notice to Proceed/Work Authorization. The majority of projects are expected to be developer/applicant funded, in which case any notice to proceed shall be contingent upon approval of a reimbursement agreement between the City and the applicant, for the cost of the consultant's work.

Key tasks associated with environmental review may include, but are not necessarily limited to:

- Review of project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies.
- Providing input and technical advice on the preferred format, scope and content of the CEQA document.
- Attending in-person meetings and/or conference calls with City staff as needed to coordinate preparation of the CEQA document.
- Maintaining project schedules and budgets.
- Conducting environmental scoping, including preparation and mailing of notices, preparation for and attendance at public scoping meetings, and developing summaries of comments received.
- Completion of supporting technical analyses and/or studies, in a manner suitable for incorporation into the environmental document; and/or peer review of studies prepared by project applicant.
- Developing high quality exhibits and graphics for inclusion in the CEQA document.
- Preparing required legal notices at the necessary junctures in the CEQA process and coordinating with City staff on posting/distribution and filing of required notices.
- Preparing draft and final environmental documents, including:
  - Coordinating review with City staff and any relevant outside agencies.
  - Coordination with City staff to develop project objectives, alternatives, and mitigation measures.
  - Drafting of analysis sections.

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- Coordinating public review of draft documents, including attendance at hearings/meetings to receive comments as needed.
  - Compiling, annotating, and preparing responses to comments.
  - Document printing and production, including preparation of electronic versions of public review documents for posting on the City website.
  - Drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations, and attending public hearings for adoption as needed.

## Submittal Requirements

Interested consultants must submit qualifications that address the following.

### A. General Requirements

1. The Statement of Qualifications shall be concise, well organized and demonstrate an understanding of the Scope of Services. The Statement of Qualifications shall be limited to twenty (20) one-sided pages (letter-size), inclusive of cover letter, statement of qualifications, and any graphics, forms, pictures and photographs. Attached resumes, dividers, and covers may be in addition to this limit.
2. The Statement of Qualifications will be evaluated based on the information submitted, in accordance with the Selection Criteria listed in a subsequent section of this RFQ.

### B. Other Requirements:

The Statement of Qualifications shall include the following content:

1. **Cover Letter/Statement.** A brief overview summarizing the key points of the consulting firm's interest and qualifications, relevant areas of expertise, and key individuals responsible for the work to be performed.
2. **Project Description and Approach.** A brief description of the consulting firm's understanding of the overall scope of work and requested services. Describe the manner and methods you will use to manage and facilitate the work, including how various aspects of the expected scope of work will be approached, and demonstrating typical methodology, knowledge of CEQA and the environmental review process.

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3. **Consultant Description of Qualifications.** For your firm (and any sub-consultants) provide:
    - a. Profile of the firm, including information about key personnel who will be involved, and areas of expertise;
    - b. Description of your experience completing CEQA review for comparable communities and range of anticipated projects. This should include a list of recently-completed similar or relevant projects, and examples of experience in similar communities.
    - c. For proposals that will include subconsultants, provide or indicate examples of projects where the prime and subconsultant have previously teamed, and the capacity in which those services were provided.
  4. **Cost.** Provide a comprehensive fee schedule, including hourly billing rates for all personnel/positions potentially assigned to a project (including for any subconsultants), typical markup/overhead rates, and reimbursable expenses. Indicate any projected annual rate increases expected to occur over the course of the contract term.
  5. **Conflict of Interest.** Identify any recent, present, or proposed work undertaken by the consultant, any subcontractor or subsidiary, or any other type of business or other relationship that could represent a potential, real, or perceived conflict of interest with contracting with the City of Pleasanton. A conflict of interest could potentially, for instance, include current work under contract to a landowner or developer within the Pleasanton sphere of influence.
  6. **References.** Please provide a list of at least three public agency references for work of similar scope completed by your firm.
  7. **Professional Services Contract and Insurance Requirements.** Attached is a copy of the City's standard contract, including insurance requirements. The selected consultant must provide a certificate of insurance in a form acceptable to the City prior to entering into the agreement. Please indicate what professional and business insurance you maintain and whether the standard requirements can be met. Please review the City's standard contract and to ensure that your firm would be able to sign this agreement.
  8. **Business License.** The City requires a City of Pleasanton Business License of the selected consultant before the contract is awarded.
  9. **Submittal Deadline.** Submit **three sets** of printed qualifications, along with one electronic file on a CD or flash drive in searchable PDF format as a single document (optimized and compressed), to the City of Pleasanton, City Clerk's Office, 123 Main
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Street, P.O. Box 520, Pleasanton, CA 94566 **no later than Friday, October 23, 2020 at 2:00 p.m.** It is your sole responsibility to see that your proposal is received before the submission deadline. You bear all risks and delays associated with the U.S. postal mail.

## RFQ Process Schedule

Please note the following key dates, some of which are estimated and thus subject to change:

|   |                           |
|---|---------------------------|
| Advertise RFQ                                 | September 28, 2020        |
| Statement of Qualification submittal deadline | October 23, 2020          |
| Shortlist for interviews*                     | November 2, 2020          |
| Conduct consultant interviews (if necessary)* | Week of November 16, 2020 |
| Select consultants*                           | November 23, 2020         |
| Negotiate contracts*                          | December 7, 2020          |
| City Council approval of contract*            | January 19, 2021          |
| Start of Contract*                            | February 1, 2021          |
| * <i>Estimated</i>                            |                           |

## Selection Criteria

The consultant will be selected based on criteria including, but not limited to:

- Understanding of the required scope of services demonstrated through consultant's stated approach to Scope of Work.
- Consultant's expertise and ability in preparation of CEQA documents in communities similar to Pleasanton, for a diversity of residential, commercial, industrial and other projects, and including both project- and program-level analyses.
- Qualifications, relevant experience and abilities of the overall consultant/subconsultant team, and of the specific personnel to be assigned by the consultant to this project.
- Overall costs and hourly rates associated with the consultant's proposal.

As a result of this solicitation, the City intends to award up to three on-call contracts to the responsive bidders whose response conforms to the solicitation and whose bid presents the greatest value to the City, all evaluation criteria considered. The combined weight of the

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evaluation criteria is greater in importance than cost in determining the greatest value to the City. The goal is to award a contract to the bidder that proposes the best quality as determined by the combined weight of the evaluation criteria.

## Limitations

The City reserves the right to reject any or all responses that materially differ from any terms contained in this solicitation or from any Attachments hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.

Interviews may be requested with the most qualified firms. The top selected firms (up to three) will be placed on a list of qualified environmental services firms. The City has the right to decline to award this contract or any part thereof for any reason, or to alter the selection process and/or project scope following the issuance of this RFQ. Award of an on-call contract does not guarantee any minimum award of work during the contract period, and does not preclude the City from electing to contract with a firm outside of the on-call list for a particular project, should it be warranted.

If the selected consultants have reached the not to exceed aggregate total amount of \$1,500,000 prior to the end of the three year term, the City reserves the right to repeat the consultant selection procedure or to negotiate an amendment(s) to the contracts for additional services, all at the City's sole discretion.

If the selected consultants have reached the end of the three year term, the City reserves the right to repeat the consultant selection procedure or to negotiate up to two one year contract extensions for additional services, all at the City's sole discretion.

## Staff Contact Information

Please call or e-mail Jenny Soo, Associate Planner at (925) 931-5615/  
[jsoo@cityofpleasantonca.gov](mailto:jsoo@cityofpleasantonca.gov) if you have questions.

Thank you for your interest in this project. Please do not hesitate to email or call if you have any questions or comments.

## Attachments

Sample Professional Services Agreement

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_, between the CITY OF PLEASANTON, a municipal corporation (“City”), and \_\_\_\_\_, a (insert type of business entity here e.g. corporation, sole proprietorship etc.) whose address is \_\_\_\_\_, and telephone number is \_\_\_\_\_, (“Consultant”).

### RECITALS

A. Consultant is qualified to and experienced in providing \_\_\_\_\_ services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant’s Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Terms.** This contract shall commence on the date written above and shall expire on \_\_\_\_\_.

4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed \$\_\_\_\_\_.

- a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant’s invoice and approved by City.
- b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work

performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work**. All work product and all other documents prepared by Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.
6. **Ownership of Work**. All work product and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.
7. **Changes**. City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.
8. **Consultant's Status**. In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.
9. **Termination for Convenience of City**. The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.
10. **Non-Assignability**. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.
11. **Indemnity and Hold Harmless**. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance**. During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. **General Liability and Bodily Injury Insurance**. Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance**. Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance**. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

c. **Professional Liability Insurance**. Professional liability insurance in the amount of \$2,000,000.

d. **Certificate of Insurance**. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

e. **Waiver of Subrogation**. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

f. **Defense Costs**. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

g. **Subcontractors**. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

13. **Notices**. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To City: City Manager  
City of Pleasanton  
P.O. Box 520  
Pleasanton, CA 94566

14. **Conformance to Applicable Laws**. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits**. Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits**. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality**. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest**. Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver**. In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

21. **No Personal Liability**. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

24. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF PLEASANTON**

**CONSULTANT**

\_\_\_\_\_  
Nelson Fialho, City Manager

By: \_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Karen Diaz, City Clerk

Its: \_\_\_\_\_  
Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel G. Sodergren, City Attorney

Rev. 8/20

**EXHIBIT A**

**Scope of Consultant's Services**

## **Compensation**