



**REQUEST FOR QUALIFICATIONS  
FOR  
CITYWIDE PROGRAMMATIC REVIEW  
OF ASSET MANAGEMENT INTEGRATION**

**Date Released: February 6, 2024**

**Department of Public Works  
Engineering Division  
City of Pleasanton  
P.O. Box 520, 200 Old Bernal Avenue  
Pleasanton, CA 94566**

**Proposals are due prior to 2 p.m., February 29, 2024**

**REQUEST FOR QUALIFICATIONS  
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## REQUEST FOR QUALIFICATIONS NOTICE

The City of Pleasanton Department of Public Works, Engineering Division, (City) is currently seeking qualification statements from Consultant firms with experience in services to advise municipalities on developing the framework of an asset management program across departments and divisions. Experience should include broad knowledge of asset management tools and applications and recommending multiple scenarios of varying cost and schedule to integrate existing and new asset management applications resulting in a single reporting and planning structure. This is the first phase of a multi-year effort to eventually implement a full asset management and life cycle planning tool for the City and this RFQ will review consultant experience of the future phases of work.

The City anticipates working with a single firm or consultant team through potentially three phases of activity, each of which shall be subject to individual negotiations for contract:

1. Assess the current state, develop a framework and strategic plan, recommend solutions, clarify assets to catalog, initiate staff education and levels of service.
2. Implement integrated program and reports, complete inventories, perform condition assessments, prioritize maintenance, guide a public information strategy.
3. Expand program to identify replacement costs, life cycle master planning, capital projects for renewal or replacement, and long-range development planning.

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

Addenda to this RFQ, if issued, will be sent to all prospective Consultants that the City has specifically e-mailed a copy of the RFQ to and will be posted on the City of Pleasanton bids website at:

<http://www.cityofpleasantonca.gov/business/bids.asp>

It shall be the Consultant's responsibility to check the City of Pleasanton website to obtain any addenda that may be issued.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Submit three (3) hard copies and one (1) electronic PDF copy on a USB flash drive of the Consultant's narrative Proposal in a sealed package marked "RFQ – Asset Management Proposal"; and one (1) hard copy of the Consultant's Cost Proposal in a separately sealed package marked "RFQ – Asset Management Cost Proposal". The submissions shall be mailed or delivered to the City of Pleasanton prior to **2 p.m., February 29, 2024** at:

Adam Nelkie, City Engineer  
Department of Public Works, Engineering Division  
City of Pleasanton  
P.O. Box 520, 200 Old Bernal Ave  
Pleasanton, CA 94566

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

The City will deem an electronic submission received by the submission deadline as meeting the deadline in the event the paper copies are held up with shipping (electronic signatures are acceptable). **Do not include Cost Proposal in electronic submission.** Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to the submission deadline. Please submit electronic copies to: [tmucha@cityofpleasantonca.gov](mailto:tmucha@cityofpleasantonca.gov) and [kroberts@cityofpleasantonca.gov](mailto:kroberts@cityofpleasantonca.gov).

This RFQ does not commit the City of Pleasanton to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Pleasanton reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City of Pleasanton.

All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract. Consultants who wish to release information regarding the consultant selection process, contract award, or data provided by the City at any Public Hearing, must receive prior written approval from the City before disclosing such information to the public.

The City reserves the right to request additional information and/or clarification from any or all respondents to this RFQ.

Any questions related to this RFQ shall be submitted in writing. No oral question or inquiry about this RFQ shall be accepted. Questions shall be submitted before **4 p.m., February 21, 2024**, to the attention of Tom Mucha, Associate Engineer, via email at [tmucha@cityofpleasantonca.gov](mailto:tmucha@cityofpleasantonca.gov).

The Consultant's attention is directed to Appendix C, "RFQ Schedule."

Contract Term: The City is estimating Phase 1 of work to be approximately 6 months from Notice to Proceed.

## DESCRIPTION AND BACKGROUND

### **City Description:**

Located at the “tri-valley” junction of the I-580 and I-680 freeway interchange and incorporated in 1894, Pleasanton is a community with a population of about 80,000 people in 24.2 square miles near the major business markets of Silicon Valley, San Francisco, and the Central Valley. Pleasanton supports a thriving business community ranging from software to biotechnology to professional services. Many businesses make their home in the nationally recognized Hacienda Business Park. In addition to these global leaders, there are nearly 600 downtown businesses and more than 29,000 households utilizing Pleasanton city services.

The City of Pleasanton is organized into numerous departments and divisions, such as the Public Works Department, which is comprised of three divisions: Operations & Maintenance, Utilities and Environmental Services, and Engineering. Public Works is responsible for the operations and maintenance of the City’s infrastructure (Water, Sewer, Storm, Streets, Parks, Plazas), Fleet / Mobile Equipment, and Facilities. The integrated asset management system will serve all city departments, including Information Technology, and city owned property.

### **Project Background:**

The City of Pleasanton has a strategic plan with a priority to develop an asset management plan to address comprehensive long-term planning for maintenance, renovation, repair, and replacement of infrastructure and public facilities to meet current and future needs. The City has identified a need to integrate the existing separate asset management software utilized by various departments within the city and future applications into a single reporting and planning system platform. Some City divisions have fairly complete asset data in software such as StreetSaver, Maintstar, and GIS. Some have data collected in spreadsheets. Some divisions need advice on which assets to include and how to catalog the data. Most are not leveraging the asset data to develop life cycle master planning, capital projects for renewal or replacement, and deferred maintenance risk prioritization.

## SCOPE OF SERVICES

### **General:**

The City of Pleasanton will review the Statement of Qualification in anticipation of working with a single firm or consultant team through potentially three (3) phases of services, each of which shall be subject to individual negotiations for scope and fee. The selection of a Consultant will be based on qualification in all phases with an emphasis on the first phase.

### **Phase 1 Services:**

The following is a general scope of services. It is anticipated that the detailed scope of services will be developed in consultation with the selected consultant. It is not the intent of this phase to select an asset management application or software, rather provide overall framework and options to implement a system.

- 1.1 Assess the current state of the City's asset management data and applications from a broad spectrum of departments and divisions.
- 1.2 Develop a framework and strategic plan to integrate existing and new asset management applications resulting in a single reporting and planning structure.
- 1.3 Recommend solutions of varying scope and schedule, with two (2) presentations to the City Council.
- 1.4 Clarify what are assets and which ones should be cataloged.
- 1.5 Initiate staff education and guide staff to document the levels of service they provide that informs the asset management systems.

### **Phase 2 Services:**

The following is a general scope of services. It is anticipated that the detailed scope of services will be developed in consultation with the selected consultant.

- 2.1 Implement an integrated program, train staff, and define the reporting output.
- 2.2 Complete inventories of assets including key performance indicators, life expectancy, replacement cost, risk of loss, and redundancy.
- 2.3 Perform condition assessments on assets in the inventory.
- 2.4 Prioritize maintenance needs based on risk assessment.
- 2.5 Guide the City to define a public information strategy to better communicate the need for life-cycle planning of public assets.

### **Phase 3 Services:**

The following is a general scope of services. It is anticipated that the detailed scope of services will be developed in consultation with the selected consultant.

- 3.1 Expand program to identify replacement costs, life cycle master planning, capital projects for renewal or replacement, and long-range development planning.
- 3.2 Advise City on overlaying asset planning impact from upgrades such as code requirements, emergency resiliency, technology, and sustainability.

### **Minimum Qualifications for Phases 1 and 2:**

Respondents must meet the following criteria to participate in the City's RFQ selection process:

- References from three (3) municipal agencies in California within the past five (5) years. Although preferable, these do not need to be examples of experience

holistically working across all city departments but should represent working with asset management in more than two different divisions within the city. (i.e. – facilities, wastewater, streets)

- Examples implementing asset management and planning software from three (3) different providers, beyond a computerized maintenance management system.
- At least one team member with experience in facility management, and preferably with certification.

### **Project Management and Onsite Expectations:**

Consultants will be required to maintain a Project Manager during each phase that is acceptable to the City; and preferably one through all phases. The City will have a Project Engineer assigned to this project and has identified staff representatives to be consulted for each asset division. Consultant will also be required to work with representatives of the existing asset software used by the City.

The Consultant shall submit a schedule to the City for approval at each phase. The City expects the Consultant to be in Pleasanton a minimum of once per month in order to effectively deliver the services anticipated. Additional remotely managed meetings are acceptable; however, the Consultant should plan to work with Public Works staff in-person much of the time.

Thank you for your interest in this opportunity with the City of Pleasanton.

Sincerely,



Adam Nelkie  
City Engineer,  
Public Works Department, Engineering Division

## APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their qualification statement (hereinafter Proposal), to simplify the review process, and to help assure consistency in format and content.

The narrative Proposal shall be limited to twenty-five (25) one-sided pages (8-1/2 inches x 11 inches), inclusive of appendices, resumes, graphics, forms, pictures, photographs, dividers, front and back covers, cover letter, etc; and exclusive of a separately sealed Cost Proposal. Type size and margins for text pages should be in accordance with accepted standard formats for desktop publishing and processing and should result in no more than four hundred (400) words per page.

Proposals shall contain the following information in the order listed:

### **1. Introductory Letter:**

The introductory (or transmittal) letter shall be addressed to:

Adam Nelkie, City Engineer  
Public Works Department, Engineering Division  
City of Pleasanton  
P.O. Box 520, 200 Old Bernal Ave  
Pleasanton, CA 94566

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, email address, and website. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

### **2. Executive Summary:**

Include a 1 – 2 page overview of the entire Statement of Qualification describing its most important elements.

### **3. Consultant Information, Qualifications & Experience:**

The City of Pleasanton will only consider submittals from Consultants that demonstrate they have successfully completed comparable contracts and projects. The projects must illustrate the quality, type, and past performance of the project team. Submittals shall



include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Date of contract
6. Date of completion
7. Consultant Project Manager and contact information
8. Project Objective
9. Project Description
10. Project Outcome

#### **4. Organization and Approach:**

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of sub-consultants and number of project staff, location of staff and sub-consultants, and experience of your team as it relates to this project. The City's evaluation of the proposal will consider the consultant's entire team. Once proposed, no changes in the team composition will be allowed without prior written approval of the City.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Services, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.
4. Describe the project team's experience working in the industry. The industry may be defined as the City's, other similar local agencies', and the State's policies, practices, design criteria and standards that will be drawn upon to accomplish the project. The Consultant shall describe the involvement it has established in maintaining communication with clients' representatives.
5. Identify proposed sub-consultants (if any) that will be retained to perform specified items of work listed in the "Scope of Services."

#### **5. Scope of Work:**

1. Provide a general discussion about your workflow and example of typical scope of work that could be expected. The City would like to see consultant's approach to scoping each phase of this project, including training of staff, with emphasis on the first phase.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.

**6. Schedule of Work:**

Provide a general discussion about your approach to scheduling a project. Provide an example of a typical schedule that could be expected for each phase.

**7. Conflict of Interest Statement:**

The Consultant shall disclose any financial, business, or other relationship with the City of Pleasanton that may have an impact upon the outcome of the contract or projects. The Consultant shall also list current clients and business partners who may have a financial interest in the outcome of this contract. The proposing Consultant shall disclose any financial interest in or relationship with any asset management software. See Attachment 1, Professional Services Agreement, for additional information.

**8. Litigation:**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

**9. Contract Agreement:**

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 1.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

The City requires consultants doing business with it to obtain insurance, as described in the Professional Services Agreement. The required insurance certificates must comply with all requirements of the standards as described in the contract and must be provided (original copy) within ten (10) days of Notice of Award and prior to the commencement of any work on the project.

**10. Exceptions and Affirmations to this Request for Qualifications:**

The Consultant shall certify that it takes no exception(s) to this RFQ including, but not limited to, the sample City's Professional Services Agreement, Attachment No. 1.

The Consultant shall certify that it will enter into such agreement if the consultant is selected, and shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

### **Cost Proposal:**

In order to assure that the City of Pleasanton is able to acquire professional services consistent with the Brooks Act and Government Code 4526, selection will be based on 'demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies.' In addition to the Statement of Qualification Proposal Requirements outlined above, this RFQ includes a **Cost Proposal submitted in a separate sealed envelope from the Proposal.** The cost proposal is confidential and will remain sealed until all proposals have been reviewed, and the most qualified consultants have been selected. The 2-3 highest ranked Consultant's Cost Proposal is opened just prior to negotiations. All other cost proposals are returned unopened after contract execution. Reference the sample cost estimate in the Caltrans LAPM.

Consultant shall prepare a Cost Proposal including the following:

- a) Master Rate Schedule with standard hourly rates for each anticipated staff member or classification and each sub-consultant required to provide services during all phases outlined in the RFQ.
- b) Phase 1 specific compensation estimated fee with task or milestone, and consultant breakdowns for the overall contract as a basis for negotiation.
- c) Phase 2 and 3 compensation estimated fee range and estimated duration for each.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages and certified payroll records. Information is available through the California Department of Industrial Relations (DIR).

### **Contract for Professional Services:**

At this time, the City anticipates that each phase will be negotiated and contracted separately when individually approved by the City to be implemented. A consultant qualified under this RFQ may be engaged to negotiate and contract for subsequent phases identified at the City's discretion.

The selected consultants will be required to sign the Professional Services Agreement and provide all other required certifications and documentation within ten (10) calendar days of Notice of Award.

## APPENDIX B – PROPOSAL EVALUATION

### **Evaluation Process:**

All proposals will be evaluated by a City of Pleasanton Selection Committee (Committee). The Committee may be composed of City of Pleasanton staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be made through the City of Pleasanton Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFQ.

The selection process will include oral interviews if the consultant score in the top 3 or 4 in the proposal evaluation. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Consultants invited for interviews will be required to submit cost proposals in sealed envelopes with the proposals. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

### **Evaluation Criteria:**

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

		<b>Rating Scale</b>
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.

1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	5
6	Conflict of Interest Statement	Pass/Fail
7	Asset Software	10
8	References	10
	<b>Subtotal:</b>	<b>75</b>

No.	Interview Evaluation Criteria	Weight
9	Presentation by team	10
10	Q&A Response to panel questions	15
	<b>Subtotal:</b>	<b>25</b>
	<b>Total:</b>	<b>100</b>

**1. Completeness of Response (Pass/Fail):**

- a. Responses to this RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

**2. Qualifications & Experience (20 points):**

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct services on both federal and nonfederal-aid projects.

**3. Organization & Approach (15 points):**

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of project team.
  - ii. Some or all of team members have previously worked together on similar project(s).
  - iii. Overall organization of the team is relevant to City of Pleasanton needs.
- c. Project and Management Approach
  - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
  - ii. Team successfully addresses Site Planning and Programming efforts.
  - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
  - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
  - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with City of Pleasanton
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Team leadership understands the nature of public sector work and its decision-making process.

- iii. Proposal responds to need to assist City of Pleasanton during the project.

**4. Scope of Services to be Provided (15 points):**

- a. Detailed Scope of Services to be Provided
  - i. Proposed scope of services is appropriate for all phases of the work.
  - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
  - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
  - i. Proposer has a system or process for managing cost and budget.
  - ii. Evidence of successful budget management for a similar project.

**5. Schedule of Work (5 points):**

- a. Schedule shows completion of the work within or preferably prior to the City of Pleasanton overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFQ.

**6. Conflict of Interest Statement (Pass/Fail):**

- a. Discloses any financial, business, or other relationship with the City of Pleasanton that may have an impact upon the outcome of the contract or the project.
- b. Lists current clients and business partners who may have a financial interest in the outcome of this contract.
- c. Discloses any financial interest in or relationship with any asset management software.

**7. Asset Software (10 points):**

- a. Provides examples of implementing asset management and planning software from three (3) providers, beyond a computerized maintenance management system.

**8. References (10 points):**

- a. Provide as reference the name of at least three (3) municipal agencies in California you currently or have previously consulted for in the past five (5) years.

**9. Presentation by Team (10 points):**

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues, and solutions.

**10. Q&A Response to Panel Questions (15 points):**

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

<b>No.</b>	<b>Evaluation Criteria</b>	<b>Rating (0-5)</b>	<b>Weight</b>	<b>Score (Rating * Weight)</b>
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		5	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Asset Software		10	
8	References		10	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
<b>Total:</b>			100	



## APPENDIX C – RFQ SCHEDULE

The anticipated RFQ and selection schedule is as follows:

Advertise:	February 6, 2024
Last date of Questions to be submitted:	February 21, 2024
RFQ Due:	<b>February 29, 2024</b>
RFQ review and evaluation:	March 1 – March 8, 2024
Invite for Interviews:	March 11, 2024
Online interviews:	<b>March 14, 2024</b>
Cost Negotiation with first ranked consultant:	March 15 – March 19, 2024
City Council Award:	April 16, 2024
Notice of Award:	April 17, 2024
Notice to Proceed:	May 1, 2024

Phase 1 Contract Estimated Period: **May 1, 2024, to October 31, 2024**

**ATTACHMENT 1**  
SAMPLE CONTRACT 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 \_\_\_\_\_, an \_\_\_\_\_, whose address is \_\_\_\_\_, and telephone number is \_\_\_\_\_, (“Consultant”).

### RECITALS

A. Consultant is qualified to and experienced in providing \_\_\_\_\_ 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. **Term.** 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.

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

e. **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.

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

g. **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. These provisions do not apply to Professional Liability.

h. **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**

\_\_\_\_\_  
Gerry Beaudin, City Manager

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

ATTEST:

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

\_\_\_\_\_  
Jocelyn Kwong, City Clerk

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

Approved as to form:

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

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

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

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

*[If Consultant is a corporation, signatures must comply with California Corporations Code §313]*

**EXHIBIT A**

**Scope of Consultant's Services**

**Compensation**



**ATTACHMENT 2**  
SAMPLE LIST OF CITY ASSETS

**CITY OF PLEASANTON ASSET MANAGEMENT STRUCTURE**

**asset parent group            asset list            dated**

**ENTERPRISE**

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Utilities - Sewer

---

Utilities - Storm

---

Utilities - Water

---

Pioneer Cemetery

---

Golf Course            Yes            2021

---

Carts
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**TECHNOLOGY**

---

IT    Hardware

---

Software
----------

---

Printers (MPS)

---

Police    Dispatch

---

Radio Systems
---------------

**FLEET / MOBILE EQUIPMENT**

---

Vehicles            Vehicle Master List

---

Equipment

---

LPFD

---

Police    Vehicles

---

Trailers
----------

**TRANSPORTATION**

---

Bike Paths

---

Bridges            in progress

---

Curb Ramps

---

Sidewalks

---

**CITY OF PLEASANTON ASSET MANAGEMENT STRUCTURE**

<u>asset parent group</u>	<u>asset list</u>	<u>dated</u>
Signs	Traffic	
	ROW Ground	
Streets	Street Saver	
	Street Parking	
Traffic Signals	signal list / GIS	
	Cameras	
	Lighting	
Walls - sound, security, low (decorative)		2023-

**LIGHTING**

Street Lights		
	Decorative	
Park Lighting		
Sports Lighting		
Parking / Site Lighting		
Downtown Lighting		

**PARKS / LANDSCAPE**

Courts	Court resurfacing plan list	Dec. 2023
Fences - privacy, open space (barbed)		
Furnishings	Park inventory list	2016
Irrigation		
Landscape		
Memorials		

**CITY OF PLEASANTON ASSET MANAGEMENT STRUCTURE**

<u>asset parent group</u>	<u>asset list</u>	<u>dated</u>
Medians & ROW	Park-Median Replacement Plan	
	Irrigation	
Open Space & Trees		
Playgrounds	Playground Renovation Budge	2019
Plazas		
Trails		
Trees City Owned	West Coast Arborist tree inventory + UFMP inventory (in progress)	WCA inventory continuously updated by maint. crew
	Golf Course Callippe Preserve Golf Course	Oct. 2023
	Pioneer Cemetery	

**FACILITIES**

Parking Lots / Drains / Signage	
	at Buildings
	at Downtown
	at Parks
EV Charging	
Alviso Adobe	Repair Replace Asset List
Amador Rec	Repair Replace Asset List
Amador Theater	Repair Replace Asset List
Aquatics	Repair Replace Asset List
Cultural Arts Center	Repair Replace Asset List
Firehouse Arts	Repair Replace Asset List
Library	Repair Replace Asset List

**CITY OF PLEASANTON ASSET MANAGEMENT STRUCTURE**

<u>asset parent group</u>	<u>asset list</u>	<u>dated</u>
LPFD	Stations	
	OSC Training	
OSC		
Police	Station	
	OSC Training	
Public Art	Public art.doc	
PUSD Owned		
Senior Center	Repair Replace Asset List	
Skate / BMX		
Veterans Memorial Bld	Repair Replace Asset List	
City Buildings	MaintStar	
	Century House Assessment Report	2019-Jan 25
	Downtown Association	
Gingerbread	Repair Replace Asset List	
Library	Repair Replace Asset List	2023-
Museum	(3rd party mgmt)	
	Park Structures	
Recreation	Repair Replace Asset List	2023-
Tennis Bldg	Repair Replace Asset List	
	Utilities Buildings	
Central Service	Central Services list	n/a
Records Cente	Shelving, boxes	n/a