

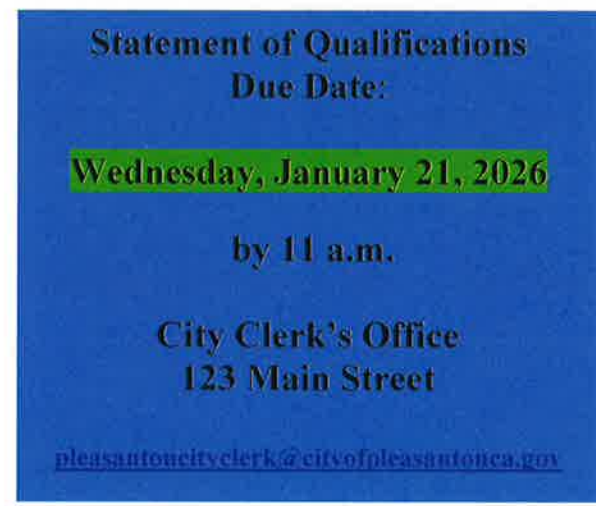


REQUEST FOR QUALIFICATIONS

for

On-Call Civil Engineering Firm to Provide General Civil Engineering Services

RFQ PWD 26.701



Date Released: December 15, 2025

Request for Qualifications

for

On-Call Civil Engineering Firm to Provide General Civil Engineering Services

Table of Contents

| | |
|----------------------------------------------------------|----|
| INTRODUCTION..... | 1 |
| PROJECT DESCRIPTION AND BACKGROUND..... | 3 |
| SCOPE OF WORK..... | 3 |
| CITY'S RESPONSIBILITY..... | 6 |
| APPENDIX A – STATEMENT OF QUALIFICATIONS REQUIREMENTS... | 7 |
| APPENDIX B – STATEMENT OF QUALIFICATIONS EVALUATION..... | 11 |
| APPENDIX C – RFQ & PROJECT SCHEDULE | 16 |
| ATTACHMENT 1 | 17 |

INTRODUCTION

The City of Pleasanton's Engineering Department is currently seeking to retain a maximum of three (3) general civil engineering firms for on-call services. The term of the contract will be three (3) years (FY 2027-2030) with two optional one-year extensions with a not-to-exceed, aggregate total contract amount of \$1,000,000. Anticipated services are for project design and construction activities, and may include but are not limited to: general consulting, staff augmentation, peer review, land surveying, civil engineering, plan and subdivision map checking, Capital Improvement Program project design, engineering recommendations for emergency situations and other tasks associated with Public Works infrastructure design, construction, and/or operation as assigned and directed by the City Engineer. These services will provide support for engineering services for various City capital improvement and private land development related projects.

This Request for Qualification (RFQ) PWD 26.701 describes the Scope of Services, the necessary components of the Statement of Qualifications (SOQ), the consultant selection process, and a sample copy of the Design Professional Services Agreement. This RFQ also describes the required format of submitted Statement of Qualification.

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

<https://www.cityofpleasantonca.gov/business/bids/>
<https://www.bidnetdirect.com/california/cityofpleasantonca>

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

The Consultant's attention is directed to Appendix A, "Statement of Qualifications Requirements."

Submit 3 hard copies and 1 electronic copy in PDF format on a USB flash drive of the Consultant's statement of qualifications. The hard copies and USB flash drive shall be submitted to the City of Pleasanton Clerk's office prior to 11 a.m., January 21, 2026. Qualifications shall be submitted in a sealed package clearly marked "RFQ PWD 26.701 - On-Call Civil Engineering Firm for General Civil Engineering Services" and addressed as follows:

Adam Nelkie, Assistant Director of Public Works/City Engineer
Engineering Division
City of Pleasanton
, 123 Main Street
Pleasanton, CA 94566

The City will not be able to sign for packages.

Statements of qualifications received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any statement of qualifications 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 statement of qualifications must be received prior to 11 a.m., January 21, 2026.

Unsigned statements of qualifications or statements signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

Electronic signatures are acceptable. The City is requesting three hard copies to be submitted. The City will deem an electronic submission received by 11 a.m., January 21, 2026, as meeting the deadline in the event the paper copies are held up with shipping. Do not include rate schedule in electronic submissions. Please submit electronic copies to pleasantoncityclerk@cityofpleasantonca.gov and anelkie@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 statement of qualifications for this request, or to procure or contract for services. The City of Pleasanton reserves the right to accept or reject any or all statement of qualifications received as a result 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 of Pleasanton 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.

The anticipated consultant selection schedule is as follows:

Advertise:

December 15, 2025

| | |
|-------------------------------------------------------|--------------------------------|
| Last date of Questions to be submitted: | January 14, 2026 |
| SOQ Due: | January 21, 2026 |
| RFQ review and evaluation: | January 22 to February 4, 2026 |
| Invite for Interviews: | February 5, 2026 |
| Oral interviews: | February 18, 2026 |
| Cost Negotiation with first <u>ranked</u> consultant: | February 25, 2026 |
| City Council Award: | April 21, 2026 |
| Contract Award and Notice to Proceed: | July 1, 2026 |

Any questions related to this RFQ shall be submitted in writing to the attention of Bill Carlson, Interim CIP Manager, via email at bcarlson@cityofpleasantonca.gov. Questions shall be submitted before 5 p.m., January 14, 2026.

No oral question or inquiry about this RFQ shall be accepted.

PROJECT DESCRIPTION AND BACKGROUND

The City of Pleasanton has identified a need to utilize an on-call consultant for routine and emergency assignments. For routine assignments, the three selected consultants will be asked to submit a proposal for the individual projects or tasks. For Emergency work, the first available consultant will be asked to perform the work. For special large projects that require extensive work, separate RFQs will be issued and will not be included under the on-call contract.

City Description:

Located at the junction of the I-580 and I-680 freeway interchange, Pleasanton is a community of 79,259 and is 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 at the center of the City. There are over 28,000 dwelling units in Pleasanton.

SCOPE OF WORK

General:

The selected civil consultant on call services may include, but are not limited to: general consulting, staff augmentation, peer review, land surveying, civil engineering, plan and subdivision map checking, Capital Improvement Program project design, engineering recommendations for emergency situations, and other tasks associated with Public Works infrastructure design, construction, and/or operation as assigned and directed by

the City Engineer. These services will provide support for the Engineering Department for various City capital improvement and private land development related assignments and tasks.

Services to be Provided:

The following is a general scope of work that is anticipated under the on-call contract. It is anticipated that the detailed scope of work will be developed for each task in consultation with the selected consultant.

The City's civil on-call consultant shall provide general engineering analysis; design and peer review services, and shall include, but are not limited to the following:

1. Roadway and peer review of designs for new local streets and roads, road widening for safety and capacity, intersection improvements such as turn pockets, median-island, and curb ramp for Americans with Disability Act (ADA) compliance.
2. Design of roadway maintenance projects including crack sealing, base repairs, curb and gutter replacement, slurry/micro seals, overlay, and reconstruction.
3. Design of frontage improvements i.e. curb and sidewalk for paving projects and ADA compliance.
4. Knowledge and experience with Caltrans Local Assistance Procedures Manual and Guidelines is desirable but not required.
5. Stormwater infrastructure design, analysis and peer review including stormwater treatment and flow control improvements for Clean Water Program compliance, area wide drainage improvements, such as open channels, concrete box culverts, large diameter storm drain pipes, manholes, and collector pipes, ditches and inlets, storm water detention basin construction and modifications.
6. Design of stormwater maintenance projects including; storm drain pipes, manholes and collector pipes, area inlets and trash capture devices, retention/detention basins cleaning and modifications, channel cleaning, restoration, etc.
7. Land surveying and subdivision map checking including knowledge and experience with the Subdivision Map Act including California Government Code §66416.5(c).
8. Assistance in regulatory compliance and permitting including Fish and Game, Army Core of Engineers, California State Water Board.
9. Sewer infrastructure analysis and peer review for sewer lines, pump stations and design of new sewer lines.
10. Design of sewer maintenance projects including; sewer and manhole replacement and rehabilitation, pump station rehabilitation, siphon replacement, etc. is desired, but not required.
11. Water infrastructure analysis and peer review for water lines, turn outs, storage facilities and design of new water pipelines.

12. Design of water maintenance projects including; water line replacement, pump station and well rehabilitation, valve replacement and storage tank coatings, and cathodic protection is desired, but not required.

The City of Pleasanton is interested in contracting with a Consultant(s) with extensive experience in storm, water, sewer, and transportation work (heavy civil).

Typical Deliverables:

Specific deliverables will be developed with each task order. The following are typical deliverables for plan and specification project:

- Three (3) bound sets each of the final plans and the project specifications and estimates, ready for advertisement and bidding;
- A complete set of signed original drawings and specifications for reproduction;
- An electronic file of the final plans and the project specifications including AutoCAD files;

As envisioned, the selected consultant may be responsible for completing the following during the execution of each task assigned under the on-call contract:

Project Management and Administration for All Tasks:

Project Management

- Clarify tasks and deliverables.
- Administer the project.
- Ensure conformance with City Standards and requirements.
- Coordinate with City representatives, Caltrans and other pertinent agencies.

Project Meetings

- Meet with City Staff at pre-design stage.
- Design review meetings with the City.

Design coordination and review meetings will address and resolve issues dealing with the technical aspects of the design, design standards and procedures, project schedule, along with deliverable format and content.

Project personnel meetings required during normal design development activities are provided under various design subtasks and are, therefore, not included in this sub-task.

Outside Agency Coordination

- Contact all affected utility companies and any other outside agencies.
- Collect "record" information for all existing utilities near the facility.
- Attend meetings with Caltrans as needed.

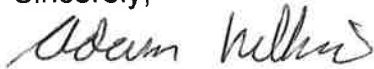
CITY'S RESPONSIBILITY

The City will provide the following information to the successful consultant as needed:

- A. Archive drawings and reports related to existing City's facilities.
- B. Aerial photography.
- C. City's standard specifications and design guide.
- D. Answering non-technical questions during bid period.
- E. Reviewing all consultants' deliverables and providing comments in a timely manner.
- F. AutoCAD files for the City's title block and standards.
- G. Recording drawings related to the City's existing utilities.

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

Sincerely,



Adam Nelkie
Assistant Director of Public Works/City Engineer
Engineering Department

APPENDIX A – STATEMENT OF QUALIFICATIONS REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Statement of Qualifications/Cost Proposal by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their statement of qualifications, to simplify the review process, and to help assure consistency in format and content.

The Statement of qualifications shall be limited to twenty-five (25) one-sided pages (8-1/2 inches X 11 inches), inclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back covers, cover letter, etc. 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 five hundred (500) words per page.

Statement of qualifications shall contain the following information in the order listed:

1. Introductory Letter:

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

Adam Nelkie, Assistant Director of Public Works/City Engineer
Engineering Department
City of Pleasanton
P.O. Box 520, 123 Main Street
Pleasanton, CA 94566

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. 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 statement of qualifications.

2. Executive Summary:

Include a 1 – 2 page overview of the entire Statement of Qualifications 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 on call 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. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach:

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
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 Work, 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 for maintaining communication with clients' representatives.
5. If applicable, indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements and permitting. The City's evaluation of the statement of qualifications will consider consultant's entire team. Once proposed, no changes in the team composition will be allowed without prior written approval of the City.
6. 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 a project, especially on smaller project that is typical from on-call contract.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.

4. Provide responses to the following:
 - a. Describe critical engineering design issues associated with the project and how you will address these.
 - b. Describe critical environmental issues and how you will address these.
 - c. How cost and schedule could be minimized.

6. Staff Availability/Schedule of Work:

Provide a general discussion about your approach to ensuring staff availability for a project. Provide an example of a typical steps you undertake and associated time frame that could be expected in responding to a request for on call services. Provide typical milestones included in a typical delivery schedule.

7. Conflict of Interest Statement:

The proposing 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 construction projects. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit bids on City projects. See Exhibit "A," Design 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.

The Consultant shall provide a brief statement affirming that the statement of qualifications terms shall remain in effect for ninety (90) days following the date statement of qualifications submittals are due.

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.

10. Contract for Professional Services

The selected consultants will be required to sign the Design Professional Services Agreement and all other required certifications and documentation within fifteen (15) calendar days of the hourly rate schedule finalization.

11. Insurance Requirements:

The City requires consultants doing business with it to obtain insurance, as described in the Design Professional Services Agreement, Section 14. The required insurance certificates must comply with all requirements of the standards as described in the contract and must be provided (original copy) within fifteen (15) days of notice of selection and prior to the commencement of any work on the project.

12. Cost Proposal:

The consultant performs the specific items of work for services under a task authorization issued for each new service under an on-call contract with a master fee schedule. The method of payment is specific to hourly rates of compensation and approved task authorization.

In order to ensure that the City of Pleasanton is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the RFQ shall include a cost proposal for standard hourly rate for each anticipated staff member or classification required to provide services outlined in the RFQ. Proposing Consultants will be required to submit certified payroll records, as required. **Cost proposals shall be submitted in a separate sealed envelope from the statement of qualifications.** The cost proposal is confidential and will remain sealed until all statement of qualifications have been reviewed, and the most qualified consultant/s have been selected. The 2-3 highest ranked consultants' cost proposals are opened just prior to negotiations. All other cost proposals are returned unopened after contract execution. Reference the sample cost estimate in the Caltrans LAPM Exhibit 10-H2. Consultant shall prepare a specific rate of compensation fee and estimate establishing rates for the overall contract.

13. Exceptions 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 Design Professional Services Agreement, Attachment No. 1.

The RFQ shall include a statement that consultant has read the City's Standard Professional Services Agreement and will enter into such agreement if the consultant is selected. Identify any portions of the Agreement which Consultant desires to amend (either by addition, deletion, or modification).

APPENDIX B – STATEMENT OF QUALIFICATIONS EVALUATION

Evaluation Process:

All statements of qualifications 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 statements of qualifications shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be 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 statement of qualifications meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any statement of qualifications 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 statement of qualifications 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 statement of qualifications. Upon completion of the evaluation and selection process, only the cost proposals 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:

Statements of qualifications 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 statement of qualifications. A statement of qualifications with a high weighted total will be deemed of higher quality than a statement of qualifications with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

| | | |
|--|--|---------------------|
| | | Rating Scale |
|--|--|---------------------|

| | | |
|---|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 statement of qualifications. |
| 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 statement of qualifications 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 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 | Local Presence | 10 |
| 8 | References | 10 |
| | Subtotal: | 75 |

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

1. Completeness of Response (Pass/Fail):

- a. Responses to this RFQ must be complete. Responses that do not include the statement of qualifications 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 civil engineering 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. Statement of qualifications 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 construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Local Presence (10 points):

- a. A statement addressing firm's ability to establish an office within the County or surrounding area.

8. References (10 points):

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) 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 Statement of qualifications will be assigned utilizing the table below:

| No. | Evaluation Criteria | Rating (0-5) | Weight | Score (Rating * Weight) |
|---------------|----------------------------------|--------------|-----------|-------------------------|
| 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 | Local Presence | | 10 | |
| 8 | References | | 10 | |
| 9 | Presentation by Team | | 10 | |
| 10 | Q&A Response to Panel Questions | | 15 | |
| Total: | | | 100 | |

APPENDIX C – RFQ & PROJECT SCHEDULE

The anticipated RFQ and project construction schedule is as follows:

| | |
|-------------------------------------------------------|------------------------|
| Advertise: | December 15, 2025 |
| Last date of Questions to be submitted: | January 14, 2026 |
| SOQ Due: | January 21, 2026 |
| RFQ review and evaluation: | January 15 to 28, 2026 |
| Invite for Interviews: | January 29, 2026 |
| Oral interviews: | February 11, 2026 |
| Cost Negotiation with first <u>ranked</u> consultant: | February 18, 2026 |
| City Council Award: | April 21, 2026 |
| Contract Award and Notice to Proceed: | July 1, 2026 |

Contract period: July 1, 2026, to June 30, 2029

ATTACHMENT 1

- | |
|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Exhibits A & B <input type="checkbox"/> Certificate(s) of Insurance <input type="checkbox"/> Professional Liability |
|----------------------------------------------------------------------------------------------------------------------------------------------------|

DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS DESIGN PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into _____, 202_, between the City of Pleasanton, a municipal corporation ("City"), and _____ whose address is _____, and telephone number is _____, ("Consultant").

RECITALS

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

B. City finds it necessary and advisable to use the services of 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**. Consultant shall diligently perform the services described in Exhibit A, Scope of Work, attached and incorporated to the extent consistent with this Agreement.

[for an as-needed services, use the following: Consultant shall provide _____ services for the City of Pleasanton as requested by _____ Department, pursuant to individual Work Authorizations. This Agreement does not obligate the City to utilize Consultant exclusively for these services, and the City reserves the right to select other consultants for these services based on City need. City guarantees no level of work to be directed.]

2. **City Assistance**. In order to assist Consultant in this work, City shall provide, if necessary, _____.

3. **Staff**. Consultant shall assign _____ to serve as _____, who may not be replaced without written consent of City.

4. **Term**. Time is of the essence. Consultant shall begin work _____. The work as described in Exhibit A, Scope of Work, shall be completed by _____.

5. **Compensation**. Total compensation for services and reimbursement for costs shall not exceed the amount set in each executed Work Authorization unless the parties agree pursuant to Section 8, below. For the services to be rendered, City shall pay Consultant on a time and material basis based on hourly rates with annual adjustment capped at 4% annually as described more particularly in Exhibit A, which is attached and incorporated to the extent consistent with this

Agreement. Annual adjustments will be based upon the CPI-U for the San Francisco Area as issued by the US Bureau of Labor Statistics and submitted prior to the end of the fiscal year for approval. Payment shall be made on a monthly basis upon receipt and approval of Consultant's invoice.

a. Invoices submitted to City must contain a brief description of work performed, percentage of work completed, percentage of Agreement time used, percentage of Agreement amount expended and City reference number _____. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.

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.

6. Sufficiency of Consultant's Work.

a. Services shall be performed by Consultant in accordance with generally accepted high professional practices and principles and in a manner consistent with a high level of care and skill ordinarily exercised under similar conditions by members of Consultant's profession currently practicing in California. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and a high professional standard of care in California.

b. Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by the City relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by the City.

c. Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to the City for acts, errors, or omissions of Consultant's subconsultants.

d. Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with high industry standards, or the willful misconduct of Consultant.

7. **Ownership of Work.** All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement ("materials") shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor 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 and the 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.

8. **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.

9. **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.

10. **Labor Code/Prevailing Wages.** To the extent applicable, Consultant shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and payment of prevailing wages as determined by Director of the California Department of Industrial Relations. Consultant shall post, at each job site, a copy of the prevailing rate of per diem wages. Consultant shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subconsultant.

11. **Termination of 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.

12. **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 subconsultants.

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law (including, without limitation, California Civil Code §§ 2782, 2782.6 and 2782.8), Consultant shall defend (with

legal counsel reasonably acceptable to the City), indemnify, and hold harmless, the City and its officers, agents and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) arising from, or alleged to have arisen from, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, reckless, or willful misconduct of the Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities") 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, cost, 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. To the extent that there is an obligation to indemnify under this Section 13, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, reckless or willful misconduct.

Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent such Liabilities are caused by the sole negligence, active negligence or willful misconduct of such Indemnatee. Obligation to defend shall be proportionate as to Consultant's percentage of fault as provided in California Civil Code § 2782.8.

14. **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 additional insureds under the policy. 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 requirements do not apply to Professional Liability.

h. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

15. 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
123 Main Street, P.O. Box 520
Pleasanton, CA 94566

16. 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.

17. Licenses, Certifications, Copyrights 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 represents that its work will not unlawfully infringe any other copyrighted work. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

18. **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.

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

20. **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 by the performance of Consultant's services under this Agreement. If such an interest occurs, Consultant will immediately notify the City.

21. **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.

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

23. **Attorney's Fees.** The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

24. **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.

25. **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.

26. **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 is executed the date first above written.

CITY OF PLEASANTON

CONSULTANT

Gerry Beaudin, City Manager

By: _____

Signature

Print name

ATTEST:

Jocelyn Kwong, City Clerk

Title: _____

Approved as to form:

Daniel G. Sodergren, City Attorney

By: _____

Signature

Print name

Title: _____

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

Rev. 11/23