



REQUEST FOR PROPOSAL FOR CITY OF PLEASANTON QUIET ZONE

October 15, 2025

Basic Services

The City of Pleasanton seeks a Consulting Firm to guide it through the Federal Railroad Administration's (FRA) Quiet Zone process. The final product will be a fully endorsed and operational Quiet Zone in Pleasanton.

The City is requesting proposals from firms qualified and able to deliver a fully adopted and operational quiet zone. At a minimum, the consultant will need to perform the following:

- Lead the City of Pleasanton staff in implementing a quiet zone comprised of the city's four public crossings.
 - Crossing Locations:
 - Santa Rita Road: 18,600 ADT
 - St. Mary's Street: 5,100 ADT
 - Rose Avenue: 1,400 ADT
 - West Angela Street: 700 ADT
- Complete a preliminary evaluation (short memo) outlining the options available to qualify Pleasanton to implement a quiet zone
- Use the FRA's calculator to determine the railroad-street crossing improvements and supplemental safety measures (SSMs) needed to meet the FRA Final Rule.
- Convene a diagnostic team meeting
- Obtain Stakeholder Input
- Develop plans using SSMs to qualify for quiet zone implementation
- Complete a memorandum summarizing the train horn risk analysis, necessary improvements, and conceptual cost opinions for the upgrades.
- Interact with the FRA to ensure compliance with regulations
- Design improvements, including all necessary plans for submission, approval by Union Pacific (UP) and the FRA, and construction (construction will be completed under a separate contract).
- Assist the City in identifying funding for the construction elements of this project.

I. Project Overview and Related Information

This project's goals are to reduce noise generated by rail traffic and improve the quality of life for residents who live near the railroad by designing and implementing a railroad quiet zone in Pleasanton.

The City has reviewed its ability to implement a Quiet Zone numerous times. The 2006 General Plan noted the change in FRA policy on train horns and the option to create a Quiet Zone. Between 2007 and 2017, City staff evaluated the cost for implementing a quiet zone and, on several occasions, concluded that Quad Gates would be required at each of the four crossings. The approximate cost of a quad gate upgrade was estimated at \$500,000. The combined upgrade cost of \$2,000,000 was determined by the City Councils to be too expensive, and additional review was not completed.

In 2018, the Altamont Commuter Express (ACE) was evaluating an expansion in its train service and explored the possibility of implementing a quiet zone as a condition of the expansion. ACE hired a consultant to assess and design the Quiet Zone in Pleasanton. The consultant determined that it was possible to implement a quiet zone without using Quad Gates. The SSMs were designed using median islands for each of the four crossing locations. Before engaging with the UP and the FRA regarding the quiet zone, ACE discontinued its pursuit of service expansion, and work on the quiet zone ended.

Most recently, in January 2025, City staff explored the scope of necessary SSMs as part of a City Council request for information. This preliminary evaluation suggests that the approach recommended by the ACE consultant was accurate, and a quiet zone may be established at a significantly lower cost than the previous \$2 million estimate. The data in the calculator was several years old and will need to be updated.

QUIET ZONE CALCULATOR

Home | Help | Contact | [logoff mtassano@cityofpleasantonca.gov](#)

Cancel

Change Scenario: PLEASANTON_71817

Continue

Crossing	Street	Traffic	Warning Device	Pre-SSM	SSM	Risk	
834052W	Santa Rita Road	16368	Gates	0	13	26,389.01	MODIFY
834055S	ST MARYS STREET	5989	Gates	0	0	30,412.58	MODIFY
834057F	ROSE AVENUE	1777	Gates	0	0	22,608.34	MODIFY
834058M	West Angela Street	959	Gates	0	0	19,325.33	MODIFY

Create New Zone

Manage Existing Zones

Log Off

Step by Step Instructions:

Step 1: To specify New Warning Device (For Pre-Rule Quiet Zone Only) and/or SSM, click the [MODIFY](#) Button

Step 2: Select proposed warning device or SSM. Then click the [UPDATE](#) button. To generate a spreadsheet of the values on this page, click on [ASM](#) button—This spreadsheet can then be used for ASM calculations.

* Only Public At Grade Crossings are listed.

ALERT: Quiet Zone qualifies because QZRI is less than Risk Index with Horns.

Click for [Supplementary Safety Measures \[SSM\]](#)

Click for ASM spreadsheet: [ASM](#) * Note: The use of ASMs requires an application to and approval from the FRA.

Summary

Proposed Quiet Zone:	PleasantonCa Quiet Zone
Type:	New 24-hour QZ
Scenario:	PLEASANTON_71817
Estimated Total Cost:	\$15,000.00
Nationwide Significant Risk Threshold:	15488 .00
Risk Index with Horns:	30619.2
Quiet Zone Risk Index:	24683.82

Select

City of Pleasanton details:

The UP Railroad operates one set of tracks through the City of Pleasanton. Typically, three to four UP freight trains pass through Pleasanton each day. In addition to the UP freight trains, ACE operates eight trains Monday through Friday (four westbound trains in the morning and four eastbound trains in the afternoon/evening).

In 2021, a vehicle/train collision occurred at the St. Mary's Street railroad crossing. Vehicle 1 was stopped at the train crossing behind the gate arm, and Vehicle 2 was also stopped behind Vehicle 1. As the train approached, Vehicle 2 proceeded forward, pushing Vehicle 1 onto the train tracks, where it was struck by the train. No collisions have occurred at the other three crossing locations in the past 5 years.

The Pleasanton City Council has prioritized the implementation of a quiet zone in its 2025/26 Capital Improvement Program, allocating up to \$175,000 to establish one in Pleasanton. Due to the unknown nature and scope of the necessary SSMs, construction funding has not been allocated. The \$175,000 is initially for the design and implementation portion of the work.

Additional details for the scope of work for this work is described in Section VIII, "Scope of Work."

II. INSTRUCTIONS TO PROPOSERS

A. Procurement/Milestone Schedule

The estimated procurement schedule dates are as follows:

ACTIVITY	DATE/TIME
Issue RFP	October 15, 2025
Deadline to Submit Questions	October 31, 2025, 4:00 PM
Questions Answered via Addendum(s)	On or before November 7, 2025
Deadline to Submit Proposal	November 13, 2025, 4:00 PM
Interviews	Week of November 17, 2025, (if needed)
Anticipated Contract Award	December 16, 2025 (Tentative)

All dates outlined in this RFP are subject to change, at the City's sole discretion, in which case they would be provided to Consultants as an Addendum.

B. Project Point of Contact

All communications with the City of Pleasanton shall be with the Designated Point of Contact identified herein and may be submitted through email:

Mike Tassano

Deputy Director of Community Development, Transportation

City of Pleasanton

PO Box 520

Pleasanton, CA 94566

Email: mtassano@cityofpleasantonca.gov

Note: PO Box will not accept Fedex and other courier services. For Courier delivered please use the following address:

For Courier Service:

City of Pleasanton

Attn: Mike Tassano

123 Main Street

Pleasanton, CA 94566

C. Examination of Proposal Documents

By submitting a proposal, the Consultant states that it has thoroughly examined and has become familiar with the work required under this RFP, and that it can perform quality work to achieve the City of Pleasanton's objectives.

D. Addenda/Clarifications

Proposers are asked to review this RFP document carefully. Questions or comments regarding this RFP must be written and received by the City of Pleasanton no later than 4:00 p.m. Pacific Standard Time on Friday, October 31, 2025. Correspondence shall be addressed to the Designated Point of Contact.

Questions must be submitted via email to mtassano@cityofpleasantonca.gov by the date and time stated above. The City of Pleasanton will respond in writing to all recipients of this RFP. Inquiries received after the date and time stated above will not be accepted and will be returned to the senders without response.

E. Submission of Proposals

All proposals must be submitted to the address for the Designated Point of Contact no later than 4:00 p.m. Pacific Standard Time on Friday, November 13, 2025.

The Consultant shall submit five (5) hard copies and one (1) electronic copy of its proposal on a USB hard drive in a sealed envelope. Alternatively, the Consultant may submit via email to mtassano@cityofpleasantonca.gov. The consultant shall submit a cost proposal in a separate, sealed envelope or email. Proposals shall be addressed as noted above, bearing the Consultant's name and address, and clearly marked as follows:

"RFP for City of Pleasanton Quiet Zone"

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant/Consultant Team that are submitted as part of the proposal will become the property of the City of Pleasanton when received by

the City of Pleasanton and may be considered public information under applicable law. Any proprietary information in the proposal should be identified as such. The City of Pleasanton will not disclose proprietary information to the public, unless required by law; however, the City of Pleasanton cannot guarantee that such information will be confidential.

F. Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering to the City of Pleasanton a written request for withdrawal signed by, or on behalf of, the Consultant.

G. Rights of the City of Pleasanton

This RFP does not commit the City of Pleasanton to entering into a Contract or to paying for any costs incurred in preparing and submitting proposals or in anticipation of a contract.

The City of Pleasanton may investigate the qualifications of any Consultant/Consultant Team under consideration, require confirmation of information furnished by the Consultant, and require additional evidence or qualifications to perform the services described in this RFP.

The City of Pleasanton reserves the right to:

1. Reject any or all proposals.
2. Issue subsequent Requests for Proposal.
3. Postpone reviewing proposals for its own convenience.
4. Remedy technical errors in the Request for Proposal process.
5. Approve or disapprove the use of particular subconsultants.
6. Solicit best and final offers from all or some of the Proposers.
7. Award a contract to one or more Proposers.
8. Waive informalities and irregularities in proposals.
9. Conduct interviews at its discretion.

H. Agreement Type

The City of Pleasanton anticipates awarding a professional services agreement (“Agreement”). If granted, the Agreement will be based on a cost “not-to-exceed” form of payment and have an estimated term of up to 24 months.

The total available funds to prepare and complete the elements included within this RFP and outlined in the Scope of Work section to implement the Quiet Zone are \$175,000. This RFP does not commit the City of Pleasanton to entering into such an agreement, nor does it obligate the City of Pleasanton to pay for costs incurred in preparation or submission of proposals or in anticipation of entry into an Agreement.

I. Exceptions to the Agreement

Proposers shall be prepared to accept the terms and conditions of the Agreement and the Insurance and Indemnification requirements. If a Consultant desires to take exception to the above, Consultant shall provide the following information as a section of the Proposal identified as “Exceptions to the Agreement.”

The exceptions to the agreement shall include the following:

- Consultant shall clearly identify each proposed change to the Agreement, including all relevant Exhibits.
- Consultant shall furnish the reasons as well as specific recommendations for alternative language.

The above factors will be considered in evaluating proposals. Proposals that take substantial exceptions to the Agreement or proposed compensation terms may be determined by the City of Pleasanton, at its sole discretion, to be unacceptable and no longer considered for award. Only the exceptions stated in the Proposal will be considered when negotiating the Agreement.

J. Collusion

By submitting a proposal, each Consultant represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Consultant has not, directly or indirectly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Consultant has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

K. Disclosure

Please identify in the proposal any relationships of the project manager or firm with any of the various stakeholders/property owners in the vicinity of the project that could potentially be impacted by the project.

III. Proposer's Minimum Qualifications

A. General Qualifications

1. The Consultant and its consulting team shall have sufficient experience in working with UP and the FRA and the FRA's Train Horn and Quiet Zone regulations.
2. The Consultant/Consultant Team shall have experience in crash data evaluation and engineering design, specifically as it relates to SSMs and the use of alternate safety measures (ASMs).
3. The Consultant/Consultant Team shall be familiar with the principles, standards, best practices, and procedures of the FRA
4. The Consultant/Consultant Team shall have consensus-building skills, extensive experience conducting public outreach meetings, and excellent communication skills.

IV. Evaluation and Selection

The City of Pleasanton will conduct an initial review of the proposals for general responsiveness and compliance as indicated in the RFP. Proposals failing to satisfy the requirements in this RFP will not be considered.

A. Technical Evaluation Criteria – The following criteria will be used to evaluate the technical proposals/interview:

1. FIRM AND KEY STAFF’S CAPABILITIES AND RELEVANT EXPERIENCE – 30 points

This criterion will be evaluated based on the consultant firm’s resources and capabilities, the Project Managers' (PMs), and, if applicable, the Assistant Project Managers' (APMs) and other key staff’s relevant experience, including staff from subcontractors on similar or related projects. The relevant experience shall be for projects similar in nature to developing and implementing quiet zones. The consultant should describe their specific experience related to their involvement with the establishment of quiet zones.

2. WORK PLAN/METHOD OF EXECUTION FOR THE PROJECT – 50 points

Evaluation of this criterion will be based on the Consultant’s approach to the project as described in the scope of work, Section VIII. Key components of this criterion are the proposer’s understanding of the City’s goal to have a fully operational quiet zone at the end of this Agreement. Specific emphasis will be placed on the proposer's method and a detailed outline of how and when the quiet zone will be delivered, with key milestones outlined. There should be a discussion regarding whether this goal will be met and include identification of challenges or project concerns.

3. Allocation of Labor and Proposed Schedule – 20 points

Pleasanton staff have received timeline estimates that have varied from several months to several years. The proposed schedule and the details included within the schedule will be used to establish the Consultant’s project understanding. It is estimated that the work could take up to 24 months from the time of award of the consultant contract. A practical and proven approach to a shorter schedule could garner a higher point score.

4. Cost – 10 points

While not included in the initial 100 point total, project cost will be used when two or more of the top-scoring proposals have received similar scores (within 10 points).

B. Evaluation Procedure

1. Proposal Evaluation

The City of Pleasanton will evaluate proposals based on the preestablished criteria to determine the successful Consultant/Consultant Team or establish a shortlist of firms to interview.

2. Consultant Interviews

The City of Pleasanton reserves the right to conduct consultant team interviews based on the initial technical scoring of the proposals. If the City elects to conduct consultant team interviews, up to three consultant teams will be invited. Final scoring to select the top-ranked proposer will be based on the stated technical evaluation criteria.

Consultants are asked to keep the week of November 17, 2025 available in the event the City needs to conduct interviews. If invited to an interview, the City of Pleasanton will notify proposers regarding the

schedule and other pertinent interview information. Typically, the interview is scheduled for one hour and requires the Project Manager to be a lead participant.

V. Protests

A. Solicitation Phase

Prior to the closing date for proposal submission, the Consultant may submit to the City of Pleasanton protests regarding the procurement process, alleged improprieties in specifications, or alleged restrictive specifications. Any such protests shall be filed no later than 10 working days prior to the scheduled closing date. If necessary, the closing date of the solicitation may be extended pending a resolution of the protest.

B. Pre-Award

Protests dealing with alleged improprieties in the procurement or the procurement process that can only be apparent after the closing date for receipt of proposals shall be filed within 5 working days of the issuance of the Notice of Recommended Award. Protests shall contain a statement of the grounds for protests and supporting documentation. The protestor will be notified of the City of Pleasanton's final decision prior to the award's issuance.

A Consultant may discuss the Procurement Documents with the City of Pleasanton. Such discussions, however, do not relieve Consultant/Consultant Team from the responsibility of submitting written protests as required by the City of Pleasanton.

Consultant's requests and protests shall be addressed to the Designated Point of Contact.

VI. Insurance Requirements

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.

VII. Proposal Format and Content

Proposals shall be printed or emailed and be: 1) as brief as possible, no more than 20 pages excluding attachments and resumes, and 2) not include any unnecessary promotional material. 3) Five (5) copies of the complete proposal, or one (1) electronic copy of the complete proposal in MS Word or PDF format on a USB drive, or emailed directly to the project point of contact, are required. 4) Cost proposal must be submitted in a separate sealed envelope, or in a separate email to the project point of contact (on the same day of the submittal):

1. Proposal General Information Form (Attachment A)

Complete and place in the front of all proposals. Note – Proposal consists of addressing Items 2-5 below.

2. Qualifications of the Firm/Project Staffing

This section shall include a brief description of the firm's size as well as the local organizational structure. Include a discussion on the firm's financial stability, capacity and resources, and ability to perform work in California. This section should also include a brief description of the Consultant's and subconsultant's qualifications and previous experience on similar or related projects.

This section shall discuss how the Consultant would staff this project. Consultant project team members shall be identified by name, location, and specific responsibilities on the project, and a description of the level of effort. An organizational chart for the project team and brief resumes for key personnel shall be included. Key Consultant personnel will be an important factor considered in the evaluation and selection process. There can be no change of key personnel once the proposal is submitted, without the prior approval of the City of Pleasanton.

This section should also include the Project Manager's experience relevant to the successful completion of the project. Relevant experience includes working on and developing quiet zones, working with the FRA, and working with the UP Railroad. Examples of projects managed by the proposed Project Manager and key staff shall be provided, showing supporting evidence of meeting the Project Manager criteria. The name of the project, the client contact information, and specific information on the role of the Project Manager and key staff shall be provided.

3. Work Plan/Scope of Work/Schedule

By presentation of a well-conceived work plan, this section of the proposal shall establish the Consultant's understanding of the City of Pleasanton's objectives and work requirements and the Consultant's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required work, outlining key technical issues and the activities that would be undertaken in completing the various tasks, and specifying who would perform them. The Consultant may also suggest approaches that differ from what is outlined in the scope of work that have been used successfully on other projects and which may facilitate the completion of this project within or earlier than the prescribed time frame. This section should also include the proposer's approach to the project, including the Consultant's understanding of the key issues for the project. This includes but is not limited to the following: project management approach, approach to project communication and the project development team, public outreach, approach to interactions with the FRA and UP, selection of SSM's and approach to project priorities.

4. Project Level of Effort/Schedule

It is the responsibility of each proposer to examine and obtain a full understanding of the required scope of services as suggested in this RFP and propose an appropriate staffing plan. The proposer shall identify all key team members, their specific roles for this contract, and indicate the percentages that each member will spend on each definite task defined in the Section. This section should include a timetable for completing all work specified in the Scope of Work.

5. Cost/Pricing Information Proposal

This form shall include the Consultant's price for performing the services defined in the scope of work. Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work, and, therefore, cause the proposal to be rejected as being non-responsive. Consultants will be required to submit the firm's most recent complete financial statements, including footnotes and the auditor's opinion or other financial instruments that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

Cost/Pricing Information: Consultant shall submit one (1) copy of the cost proposal in MS Word or MS Excel, or PDF format on a USB drive or via email, in a separately sealed envelope or email labeled "Cost/Pricing Information," including the following:

- Cost Proposal Form
- Designation of Subcontractors, Suppliers & Subconsultants

6. Exceptions to the Agreement

This section shall include any exceptions the Proposer has taken to Exhibit A, entitled "Sample Design Professional Agreement."

VIII. Scope of Work

The Scope of Services to be performed by the Consultant shall include all elements necessary to deliver a fully implemented and operational Quiet Zone in the City of Pleasanton, and at a minimum must include the following:

1. Project Administration

a. Project Design Schedule

The Consultant shall prepare and submit monthly reports, and weekly email updates (1 page), outlining the following: activities during the reporting period, activities planned for the following month, problems encountered and recommended solutions, and overall project status. If design work is not progressing in a manner to comply with the anticipated completion date, the Consultant shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed-upon schedule. The monthly update shall include a list of requested information from the local project team, with a desired response date noted to avoid delay of the Consultant's services. The Consultant shall submit with each design service invoice a summary of work performed, estimated task completion percentage, contract completion date, and actual completion date.

b. Monitoring Project Scope

This task includes the development and tracking of the project plan for the project development. This includes task identification, scheduling, task assignment, relating all tasks to the others, and coordination with other members of the project team. The Consultant shall inform the City of any services required that may not be included in the scope of the design services contract approved by the City for this Project. It will be the responsibility of the Consultant to make the City aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the City are eligible for compensation.

c. Project Review Meetings

The Consultant shall meet with the City of Pleasanton to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialogue between the various entities, improve the decision-making process, and expedite the project. The Consultant shall prepare minutes of the meetings and keep documentation of other communications. For budget purposes, it is assumed that the meetings will be virtual and a minimum of once a month.

Supplemental project meetings with stakeholders and public meetings. The following meetings are assumed to be included in the scope of work.

- Public Outreach meeting – one (1) meeting

- Project Coordination with FRA - two (2) meetings–
- Railroad Operators Coordination with UP and ACE - (2) meetings
- City Council Update – one (1) meeting

The proposed scope of work should identify any additional meetings anticipated by the consultant. The Consultant will coordinate with UP Railroad and ACE regarding the improvements to the railroad-street crossing and any pedestrian crossing modifications needed to complete a quiet zone. The Consultant will also endeavor to determine train horn operations associated with train movements and their continuance (if any) following quiet zone implementation.

Other items that will require UP Railroad coordination include updating the railroad crossing inventory and the required notifications set forth by the Train Horn Final Rule. One (1) consultant staff member is assumed to attend two (2) coordination meetings.

Federal Railroad Administration and Union Pacific Coordination

The Consultant will coordinate with the FRA and UP regarding any pedestrian crossing modifications needed to complete a quiet zone. Other items that will require FRA and UP coordination include the required notifications set forth by the Train Horn Final Rule. It is assumed that two (2) consultant staff members will attend two (2) coordination meetings.

2. Project Deliverables. This section of the Scope of Work outlines the City’s understanding of the major milestones needed to fully implement the quiet zone in Pleasanton. If the consultant team believes additional elements are necessary or should be conducted in a different order, they should be outlined and itemized in the Proposal’s Scope of Work.

- a. Existing Conditions / Preliminary Evaluation Memorandum

The Consultant shall collect data (if necessary) on existing conditions impacting the rail corridor in the study area. The City of Pleasanton has collected traffic volume counts in January of 2025 at each location and 5+ years of traffic collision data at each location. Additional information may include the operations of the UP Railroad and ACE, and any additional traffic on the railroad tracks. Consultant shall request and collect any necessary geometry of the at-grade intersections and crossing information required to analyze the rail corridor as a potential quiet zone. Information on emergency response, truck routes, and school routes will be collected to better understand the implications of potential safety measures selected for each at-grade crossing.

The Train Horn Risk Analysis and the FRA Quiet Zone Calculator will guide the Preliminary Evaluation Memo.

The Consultant shall update the data and include multiple scenarios with the FRA Quiet Zone Calculator to determine the alternatives available to implement the Quiet Zone. The calculator results will be summarized, and the options will be discussed with the City of Pleasanton for concurrence.

The Preliminary Evaluation Memorandum should have sufficient detail to inform the Diagnostic Team at the Diagnostic Team Meeting.

b. Diagnostic Review

The Consultant shall provide “Notice” on behalf of the City of Pleasanton, to the diagnostic team as required under §222.25 or §222.27 of the CFR. Notice shall include a statement affirming that the State agency responsible for grade crossing safety and all affected railroads were provided an opportunity to participate in the diagnostic team review.

The Consultant shall participate in the diagnostic field review with City and railroad representatives. Diagnostic field review will cover the entire study area and is anticipated to occur over a two-day period.

The Consultant shall assist in taking notes during the diagnostic field review, in accordance with Appendix F of 49 CFR Part 222. These findings shall be discussed with the City and used to develop a proposed crossing improvement concept

c. Improvements for Railroad-Street Crossings and Concept Level Cost Estimates

The Consultant will determine possible alternatives for improving the crossings based on the requirements and guidelines set forth by the Train Horn Final Rule, the Preliminary Evaluation Memorandum and consultation with the Diagnostic Team. The Consultant will develop “concept-level” cost estimates for the proposed improvements based on typical bid prices and recent crossing agreement costs.

Depending on cost, the consultant should provide information on available funding opportunities through grants and other funding assistance programs.

d. Identification of Steps to Complete the Train Horn Quiet Zone Implementation and Report to the City Council

The Consultant will determine the next steps and timeline needed to complete the implementation of the quiet zone based on the requirements of the Final Rule. This shall be provided in a memorandum to the City that will be shared with the City Council. This memorandum shall include a summary of the existing conditions, the necessary SSMs or ASMs, and any of the various options to satisfy the FRA Quiet Zone requirements, and concept-level cost estimates. The Consultant shall also prepare a one-page infographic that provides a visual summary of the proposed improvements, area of impact, and select other data as coordinated with City staff. The infographic will also be included within the memorandum for additional reference and use.

e. Crossing Improvement Development

The Consultant will develop plans/cut-sheets for all recommended railroad crossing improvements within the overall study area. Plans will serve as the basis for the proposed improvements in the Notice of Intent for the initial filing area. SSM’s that require changes to

the safety control system are not included as part of this proposal and, if needed, design of these more complex SSM's may be completed under an amendment to the agreement.

The consultant will work with staff to develop a public outreach program and public meeting to share the proposed improvements and identify any potential impacts to the surrounding neighborhoods.

f. Notice of Intent Filing

In accordance with §222.43 of 49 CFR Part 222, the Consultant will assist the City of Pleasanton in filing a Notice of Intent for a Quiet Zone along the study area.

g. Comment Period

The Consultant will assist the City in consolidating comments received from affected railroads during the 60-day comment period associated with the Notice of Intent filings.

These comments must be retained for future use in the Notice of Establishment, a procedure which will follow the installation of necessary rail crossing improvements, and that will be handled under a separate agreement.

h. Final implementation and activation of quiet zone in the City of Pleasanton

EXHIBIT A
SAMPLE AGREEMENT FORM

- ☐ Attachments A, B, & C
- ☐ Certificate of Insurance
- ☐ Professional Liability

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

By:
Gerry Beaudin, City Manager
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]