



**REQUEST FOR PROPOSALS
FOR
ENGINEERING DESIGN SERVICES
FOR
VARIOUS CITY SITES DAMAGED IN THE 2023 STORM EVENT**

Date Released: January 13, 2024

**City of Pleasanton
P.O. Box 520, 200 Old Bernal Avenue
Pleasanton, CA 94566**

Proposals are due prior to 2 p.m., February 15, 2024

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INTRODUCTION

The City of Pleasanton's Public Works Department, Engineering Division, is requesting proposals (RFP) from qualified firms to provide engineering design services for various city sites damaged in the 2023 storm event.

The funding for these projects may consist of local funds, Federal Emergency Management Agency (FEMA) grants, other federal grants and State funds, etc.

The consultant shall take the FEMA recommended socioeconomic affirmative steps if subcontracts are used.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Proposal Evaluation," of this RFP.

Required services may include, but are not limited to, engineering studies, environmental site assessments and permitting, restoration of eroded banks, removal of sediment and outfall repair, culvert repair, repairing retaining wall, installation of energy dissipation structure, scour prevention, geotechnical assessments, hydrology, and preparing plans, specifications and estimates (PS&E) packages in accordance with applicable standards to achieve the project goals.

The total estimated construction cost of these projects is approximately \$1.5 ~ \$2 million.

Consultant will be required to create four (three FEMA funded and one City funded) PS&E packages. Based on the specific site information described as below:

FEMA Project 740669

DI 1328837: E. Vineyard Detention Pond Outfall Pipe

Lost approximately 24 feet of 24-inch RCP (Reinforced Concrete Pipe) and eroded outfall causing failure of channel bank. Off-site mitigation and monitoring may be required.

Below are excerpts from FEMA Site Inspection Damage Components:

Repair Bank – 25 feet long x 28 feet wide x 16 feet deep

Rip Rap – 25 feet long x 20 feet wide and 28 feet long x 25 feet wide

RCP – 8 feet long x 24-inch diameter (3)

Design Required: Pipe replacement, outfall structure, bank repairs/stabilization and rehabilitation of the creek. Prospective consultants will secure permits from the regulatory agency.

FEMA Project 732408

DI 1328836: Oak Tree Farm Outfall and Channel Stabilization

Damaged heavy rip rap energy dissipation at outfall structure and erosion of channel causing incising and bank loss. The natural channel is on private property but is public water.

Below are excerpts from FEMA Site Inspection Damage Components:

Left Bank of Channel – 50 feet long x 10 feet wide x 5 feet deep

Bottom Channel – 65 feet long x 15 feet wide

Right Bank of Channel – 65 feet long x 15 feet wide

Design Required: Import soils and backfill the damaged area. Reshape bank and install rip rap. Prospective consultants will secure permits from the regulatory agency. Hydraulics analysis will be required to evaluate energy dissipation at the outfall. The Oak Tree Manor Storm Drain collects and discharges storm water to a nearby channel, the site needs to be restored to its pre-disaster condition.

FEMA Project 723483

Augustin Bernal Trail Creek Crossing Culverts

DI 1328842: Heavy rain and surface water runoff damaged the culvert headwall and outfalls, clogged the culvert headwall and outfalls with debris and sediment, and eroded the dirt road.

Below are excerpts from FEMA Site Inspection Damage Components:

Clogged Culvert – 26 feet long x 24-inch diameter x 6 feet deep

Culvert Inlet Headwall – Headwall: 4 feet long x 4 feet wide, Wingwalls: 4 feet long x 4 feet wide (2)

Outlet Headwall – 15 feet long x 15 feet wide x 5 feet deep

Rip Rap – 15 feet long x 13 feet wide x 2 feet deep

Embankment – 41 feet long x 7 feet wide x 3 feet deep

Walking Trail – 82 feet long x 14 feet wide

DI 1328843: Culvert headwall and outfalls eroded, culvert clogged with debris and sediment, dirt road eroded and washed out.

Below are excerpts from FEMA Site Inspection Damage Components:

Clogged Culvert – 26 feet long x 24-inch diameter

Culvert Inlet Headwall – Headwall: 5 feet long x 4 feet wide, Wingwalls: 4 feet long x 4 feet wide (2)

Outlet Headwall – 15 feet long x 6 feet wide x 3 feet deep

Rip Rap – 10 feet long x 4 feet wide x 2 feet deep

Embankment – 48 feet long x 10 feet wide x 6 feet deep

Debris Pile – 25 feet long x 10 feet wide x 4 feet deep

DI 1328844: Damaged culvert inlets and outlet headwalls, eroded trail embankment and clogged with debris and sediment.

Below are excerpts from FEMA Site Inspection Damage Components:

Eroded Culvert – 35 feet long x 24-inch diameter x 6 feet deep

Culvert Inlet Headwall – Headwall: 6 feet long x 4 feet wide, Wingwalls: 5 feet long x 4 feet wide (2)

Outlet Headwall – 10 feet long x 9 feet wide x 3 feet deep

Rip Rap – 10 feet deep x 8 feet wide x 2 feet deep

Embankment – 50 feet long x 15 feet wide x 6 feet deep

Dirt Road – 95 feet long x 16 feet wide

Design Required: Hydraulics study for culvert sizing and headwalls. Prospective consultants will secure permits from the regulatory agency.

DI 1330546 Augustin Bernal Park (Slide)

Installation of soldier pile and lagging wall and hillside stabilization. To mitigate further loss of the trail, the slide is not intended to be repaired.

Below are excerpts from FEMA Site Inspection Damage Components:

Embankment – 30 feet long x 2 feet wide x 8 feet deep

Hydroseeding – 200 feet long x 30 feet wide

Retaining Wall – 80 feet long x 6 feet high

Design Required: Wall design, planting plan and prospective consultant will secure permits from the regulatory agency. (An EIR report for Mountain Bike Trail will be available as reference for consultant).

City Funded Project

Sassafras Court Storm Improvements: Design a debris catchment to aid in debris capture and removal prior to enter into storm drain system. Sizing of the vault will be

based on operational parameter of a standard backhoe/excavator to remove debris from the vault. City will provide the available LIDAR data, aerial imagery, tract map etc. The area lies within the private property and subject to GHAD access.

Attachment 3 contains maps and exhibits depicting the project locations and proposed improvements.

Attachment 4 contains FEMA Site inspection report as supplemental information.

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

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

Additional project site photos and record information can be access on or after January 17, 2024, via online link below:

https://cityofpleasantonca-my.sharepoint.com/:f:/g/personal/ssaklaen_cityofpleasantonca_gov/EoaqdluYFDJBnG0aUFO1wrYBo2M39OD_TiZ0uQPaJYxNPw?e=kQkNJH

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

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

Submit 3 hard copies and 1 electronic copy in PDF format on a USB flash drive of the Consultant's proposal. The hard copies and USB flash drive shall be mailed or submitted to the City Clerk, City of Pleasanton prior to 2 p.m. PST, Thursday , February 15, 2024. Proposals shall be submitted in a sealed package clearly marked "RFP - ENGINEERING DESIGN SERVICES FOR VARIOUS CITY SITES DAMAGED IN THE 2023 STORM EVENT" and addressed as follows:

City Clerk's Office
City of Pleasanton
P.O. Box 520,123 Main Street
Pleasanton, CA 94566

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant. Please note the City will not be able to sign for packages.

The City will deem an electronic submission received by February 15, 2024, prior to 2 p.m. PST as meeting the deadline in the event the paper copies are held up with mailing (electronic signatures are acceptable). The combined PDF file size should not be greater than 20 MB for email transmission.

Please submit electronic copies to: pleasantoncityclerk@cityofpleasantonca.gov, and ssaklaen@cityofpleasantonca.gov.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 2 p.m. PST, February 15, 2024.

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

This RFP does not commit the City of Pleasanton to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Pleasanton reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP 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 RFP 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 RFP 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 RFP.

The anticipated consultant selection schedule is as follows:

Advertise:	January 13, 2024
Last date of questions to be submitted:	February 5, 2024
RFP due:	February 15, 2024
Cost negotiation with first ranked consultant:	February 2024
Contract award:	March 2024
Notice to proceed:	March 2024

Any questions related to this RFP shall be submitted in writing to the attention of SM Saklaen, Associate Civil Engineer, via email at ssaklaen@cityofpleasantonca.gov and Questions shall be submitted before 5 p.m. PST, February 5, 2024.

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

PROJECT DESCRIPTION AND BACKGROUND

The City of Pleasanton has identified a need to make improvements for stormwater conveyance and structure that had deficient operation during late December 2022 to January 2023 storm events. Selected consultant will be required to prepare biddable plans, specifications and estimates (PS&E) to retrofit or repair these damaged sites.

City Description:

Located at the junction of the I-580 and I-680 freeway interchange, Pleasanton is a community of 80,000 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 29,624 dwelling units in Pleasanton.

The City of Pleasanton is organized into numerous departments and divisions, such as the Public Works Department, which is comprised of Engineering Division and the Operations Services Division (OSD). The Public Works Department is responsible for the operations and maintenance of the City's infrastructure (Water, Sanitary Sewer, Storm Drains, Streets, Parks, and City owned facilities).

SCOPE OF WORK

General:

The City of Pleasanton is interested in contracting with a Consultant that will be able to deliver both FEMA and City funded projects and coordinate specified tasks related to advancing the project to the construction phase.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of other authorities with jurisdiction over

Services to be Provided:

The Consultant selected shall provide all services to complete engineering design including environmental permitting and clearance (as necessary) for the specified project described above.

Specifically, the Consultant selected will be required to complete the following tasks:

- **Project Management** – The City staff will serve as the contract manager and consultant will act as liaison between the City and other state/federal regulatory agencies. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing, and distributing minutes, field reviews, tracking action items for the City of Pleasanton and consultant sub-contractors, and preparing all submissions for the City of Pleasanton to submit to authorities having jurisdiction.
- **Surveys and Mapping** – The Consultant shall be responsible for data collection, mapping from available up to date aerial images necessary for engineering, design, cost estimates, and the level of environmental clearance.
- **Engineering Studies** – Develop targeted design concepts and mitigation measures needed for site specific storm damage.
- **Environmental Studies and Documentation** – Prime consultant and/or it's environmental consultants shall prepare environmental documents and technical reports for CEQA/NEPA including US Army Core, Fish and Wildlife, and State Water Board. Perform environmental permits analysis and necessary surveys including for wetland, biological Resources. Prepare permit applications and coordinate with regulatory agencies to secure permits. Work related to environmental surveys and monitoring during construction and postconstruction will be awarded as separate during award of the construction contract.
- **Design** – Design the improvements and prepare the plans, specifications, and estimates in accordance with applicable standards including FEMA design guideline to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within budget. PS&E shall be submitted to the City of Pleasanton at 35%, 65%, 100% and final contract documents.
- **Federal and State Funding Requirements**- This project has special requirements with Federal and/or State funding. Consultant shall comply with all Federal and State Requirements outlined in Exhibit C, which is attached and incorporated to the extent consistent with the project agreement (see Attachment 1 Sample Contract Agreement).

Typical Deliverables:

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

- Engineering Study outlining design concepts;
- Regulatory permits documentation and approval records;
- 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;

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 & LIDAR Data.
- C. City's standard specifications and design guide.
- D. Answering non-technical questions during the 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,



for Adam Nelkie
Assistant Director of Public Works/City Engineer

APPENDIX A – PROPOSAL REQUIREMENTS

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

The Proposal shall be limited to thirty-five (35) one-sided pages (8-1/2 inches X 11 inches), inclusive of resumes, graphics, forms, pictures, photographs, dividers, table of content, front and back covers, cover letter, etc. Front protective cover and cost proposal will not count toward the 35 pages limit. 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.

Proposals 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
Public Works 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 electronically signed by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary:

Include a 1 to 2-page overview of the entire RFP 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 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 proposal 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. Describe your firm's experience preparing documents to FEMA such as memorandum, design report, etc. for project involving storm damage and repair.

2. Discuss your experience in working on projects or programs with federal funding such as Federal Emergency Management Agency (FEMA), Caltrans-Federal Highway Administration (FHWA), US Fish and Wildlife Service (USFWS) grant program etc.
3. Describe your experience with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).
4. What are some of the challenges in replacement or retrofitting an existing storm structure ?
5. Describe your methodology and tools needed in preparation of Hydraulic study.
6. Describe your cost control and budgeting methodology for project that requires environmental mitigation.
7. Describe your design experience in retaining wall or similar structure ?

6. Schedule of Work:

City plans to complete construction of these projects as soon as possible. Permanent Project need to be completed within 18 months of declared disaster (Current deadline July 14, 2024). City intends to file for an extension but would like to submit draft plans to FEMA for Review. City anticipates some delays in securing environmental permits but not related to the consultant's progress on design deliverables. Assume City review times three (3) weeks. March 1, 2024, is the assumed date for the notice to proceed with design service.

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 Attachment 1- 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 top ranked firms will have the requested changes reviewed by the City's legal department prior to opening the cost proposals. Modifications deemed unacceptable by the City may result in the proposal considered nonresponsive.

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

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. Federal-Aid Provisions and Funding Requirements:

The proposing Consultant's services are state/federally funded, which necessitate compliance with additional requirements. The proposing Consultant shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible per FEMA's Public Assistance Applicant Procurement Compliance Checklist.

- Placing qualified small and minority businesses and women's business enterprises on solicitation list.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Special attention is directed to Attachment 1 Sample Contract Agreement under Exhibit C FEDERAL AND STATE PROVISIONS.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through various state and federal oversight agency.

11. 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 agreed cost schedule finalization and City council award of contract.

12. 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.

13. Cost Proposal:

The consultant performs the specific items of work based on time and material not to exceed and billed on the agreed hourly rate. The hourly rate includes all applicable fringe, overhead and profit calculations. No additional percentages for overhead, profit, or any other costs related to labor will be charged. Rates are applicable for current Fiscal Year.

Milage – IRS Standard Rate shall be used, as adjusted by IRS guidelines. Milage shall be counted only from local office area to conduct city authorized project activities. Exclusive of toll charges.

Subcontractor Markup shall not exceed 15%. Consultant shall indicate their proposed subconsultant's mark up in the cost proposal.

Expenses: Reimbursable expenses are in addition to the agreed hourly fees and include actual expenditures made by the consultant in the interest of the project. Eligible reimbursable expenses shall be billed at cost with a 10 percent markup. Reimbursable expenses include such items as postage, reproduction, drawing plotting, printing, special materials, or equipment for project deliverable to the City. Consultant's printing and reprographics for internal uses are excluded.

Consultant shall indicate total estimated **hours only (not cost) in their RFP** for each project based on understanding of the Scope as described in this RFP.

In a separate **sealed envelope** consultant shall prepare a detail cost proposal based on the estimated hours and rate schedule for the scope of the work.

In order to assure 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 RFP shall include a cost proposal for standard hourly rate for each anticipated staff member or classification required to provide services outlined in the RFP. Proposing consultants will be required to submit certified payrolls as required, at the time of billing per Department of Industrial Relations latest requirements if applicable. **Cost proposal shall be submitted in a separate sealed envelope from the proposal**

and clearly marked “Cost Proposal” and include company information for returns. Cost proposal shall not be included on USB Drive. Subconsultant rate sheets does not need to be included.

The cost proposal is confidential and will remain sealed until all proposals have been reviewed, and the most qualified consultant/s has been selected. The 2-3 highest ranked consultant’s cost proposal is opened just prior to negotiations. In the event the City and firm/s cannot come to an agreement, the next ranked firm/s will be contacted to start negotiations until all positions are filled. All other cost proposals are returned unopened after contract execution.

14. Exceptions to this Request for Qualifications:

The Consultant shall certify that it takes no exception(s) to this RFP.

The RFP shall include a statement that consultant has read in the City’s Standard Professional Services Agreement including federal contract requirements and will enter into such agreement if the consultant is selected.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process:

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

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

The selection process may include oral interviews, if necessary, at the sole discretion of the selection committee.

Evaluation Criteria:

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

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
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 RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP 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	25
3	Organization & Approach	15
4	Scope of Services to be Provided	25
5	Schedule of Work	5
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	5
9	Cost Proposal	20
Total:		100

1. Completeness of Response (Pass/Fail):

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP 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 (25 points):

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct requested scope of services.

3. Organization & Approach (15 points):

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

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

4. Scope of Services to be Provided (25 points):

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all type of 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. Provide typical deliverable times for requested work.
- b. Approach to scheduling work.
- c. Methods/tools used to maintain schedule.

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 (5 points):

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

8. References (5 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. Cost Proposal (20 points):

- a. Cost proposal is thorough, specific, and supports the proposed project.

Weighted scores for each Proposal 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		25	
3	Organization & Approach		15	
4	Scope of Services to be Provided		25	
5	Schedule of Work		5	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		5	
8	References		5	
9	Cost Proposal		20	
Total:			100	

APPENDIX C – RFP & PROJECT SCHEDULE

The anticipated RFP and project construction schedule is as follows:

Advertise:	January 13, 2024
Last date of questions to be submitted:	February 5, 2024
RFP due:	February 15, 2024
Cost negotiation with first ranked consultant:	February 2024
Contract award:	March 2024
Notice to proceed:	March 2024

ATTACHMENT 1- SAMPLE CONTRACT AGREEMENT

<input type="checkbox"/> Exhibit A
<input type="checkbox"/> Certificate(s) of Insurance
<input type="checkbox"/> Professional Liability Insurance
<input type="checkbox"/> W-9

DESIGN PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

A. Consultant is qualified and experienced in providing engineering design 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.

2. **City Assistance.** In order to assist Consultant in this work, City shall provide, if necessary, archive drawings and reports, related to existing City’s facilities, aerial photography, City’s standard specifications and design guides, answering non-technical questions during bid period, reviewing all consultant’s deliverables and providing comments in a timely manner, AutoCAD files for City’s title block and standards and record drawings related to the City’s existing utilities.

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

4. **Term.** The work as described in Exhibit A, Scope of Work, shall be completed by XX, 2024.

5. **Compensation.** For the services to be rendered, City shall pay Consultant on a time and material cost basis with not to exceed limits as defined in Exhibit B and shall be in accordance with the Rate Schedule contained in Exhibit B, which is attached and incorporated to the extent consistent with this Agreement. Payment shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Payment shall be made within forty-five (45) days of receipt of consultant’s invoice and approval by City. Total compensation for services and reimbursement for costs shall not exceed \$XXX unless the parties agree pursuant to Section 8, below.

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's contract reference number _____.

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 Indemnitee shall not apply to the extent such Liabilities are caused by the sole negligence, active negligence or willful misconduct of such Indemnitee. 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.

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.

To Consultant:

To City: City Manager
City of Pleasanton
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. **Federal and State Requirements**. Task authorizations issued with Federal and/or State funding shall comply with all Federal and State Requirements outlined in **Exhibit C**, which is attached and incorporated to the extent consistent with this Agreement.

27. **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. 8/20

SAMPLE

EXHIBIT C
FEDERAL AND STATE PROVISIONS

This Exhibit is incorporated into the Contract entered into between Consultant and the City of Pleasanton (City).

I. **DEFINITIONS**

- a. **Government** means the United States of America and any executive department or agency thereof.
- b. **FEMA** means Federal Emergency Management Agency.
- c. **CALTRANS** means California Department of Transportation
- d. **Third Party Subcontract** means a subcontract at any tier entered into by Consultant or subconsultant, financed in whole or in part with Federal assistance originally derived from FEMA.

II. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING**

- a. This is an acknowledgement that FEMA financial assistance and or Caltrans administered State and Federal grants will be used to fund all or a portion of the contract. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, Caltrans policies, procedures, and directives.
- b. Consultant agrees to include the above clause in each third -party subcontract financed in whole or in part with Federal assistance provided by FEMA or Federal Funds administered by Caltrans. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

III. **CLEAN AIR ACT**

- a. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The consultant agrees to report each violation to the City and understands and agrees that City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

IV. **FEDERAL WATER POLLUTION CONTROL ACT**

- a. The consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The consultant agrees to report each violation to the and understands and agrees that CITY will, in turn, report each violation as required to assure notification to the MCSTOPP, the Regional Water Quality Control Board (RWQCB), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

V. **BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. §1352 (as amended)**

The Consultant will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

- a. Consultants who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

VI. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of the Contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired -
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements;
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website.
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- c. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act".

VII. DEBARMENT AND SUSPENSION CLAUSE

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the consultant is required to verify that none of the consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The consultant must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier-covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. *Overtime requirements.* No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set

forth in paragraph (b)(1) of this section the consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- c. *Withholding for unpaid wages and liquidated damages.* City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. *Subcontracts.* The consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

IX. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGOS, FLAGS

Consultant must not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval by FEMA.

X. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- a. Consultant agrees to provide the City, the FEMA administrator, Caltrans, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of Consultant which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions.
- b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Consultant agrees to provide the FEMA Administrator and/or Caltrans Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- d. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in the Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XI. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. The Federal Government is not a party to the Contract or this Exhibit and is not subject to any obligations or liabilities to City, consultant or any other party pertaining to any matter resulting from the contract.

XII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Consultant acknowledges that the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions relating to the Contract.

XIII. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Consultant's failure to perform or observe any term, covenant or condition of this Exhibit shall constitute an event of default under the Contract and City may terminate the Contract.
- b. Suspension for Cause. In addition to all other remedies available to City, if Consultant fails to perform or correct work in accordance with the Contract Documents, City may immediately order the Work, or any portion of it, suspended until the cause for the suspension has been eliminated to City's satisfaction.

(1) *Failure to Comply.* Consultant will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Consultant's failure to comply with the Contract Documents.

(2) *No Duty to Suspend.* City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Consultant's failure to comply with the requirements of the Contract Documents.

c. *Suspension for Convenience*

City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience, and not due to any act or omission by Consultant or its Subconsultants. Upon notice by City pursuant to this provision, Consultant must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in progress Work as directed in the suspension notice. The Contract Price and the Contract Time will be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience. However, the time for completing the Project will only be extended if the suspension causes or will cause delay in Final Completion.

d. *Termination for Default*

Consultant may be deemed in default for a material breach of or inability to perform the Contract, including Consultant's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, subconsultants, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; or responsibility for any other material breach of the Contract requirements.

(1) *Notice.* Upon City's determination that Consultant is in default, City may provide Consultant and its surety written notice of default and intent to terminate the Contract.

(2) *Termination.* Within seven calendar days after notice of intent to terminate for default has been given, unless the default is cured or arrangements to cure the default have been made and memorialized in writing, to City's satisfaction, City may terminate the Contract by written notice to Consultant with a copy to Consultant's surety.

(3) *Waiver.* Time being of the essence in the performance of the Work, if Consultant's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven calendar days from the date of the notice of termination, Consultant's surety will be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement consultant, or by any other means that City determines advisable under the circumstances. Consultant and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination. In addition, City will have the right to use any materials, supplies, and equipment

belonging to Consultant and located at the Worksite for the purposes of completing the remaining Work. (4) *Wrongful Termination*. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Consultant's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Consultant waives any claim for any other damages for wrongful termination including consequential damages, lost opportunity costs or lost profits.

e. *Termination for Convenience*

City reserves the right to terminate all or part of the Contract for convenience upon written notice to Consultant. Upon receipt of such notice, Consultant must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City's instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. Subject to City's directions in the notice, Consultant must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated. Consultant must also promptly cancel all existing subcontracts that relate to performance of the discontinued Work. (1) *Compensation to Consultant*. In the event of City's termination for convenience, Consultant waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Consultant, and Consultant will not be entitled to any additional claim or compensation:

(a) *Completed Work*. The value of its Work satisfactorily performed to date, based on Consultant's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(b) *Demobilization*. Actual and substantiated demobilization costs; and

(c) *Markup*. Five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

f. *Effect of Any Contract Termination*

Upon any termination pursuant to this Article, City may enter upon and take possession of the Project and the Work. City may also take possession of, for the sole purpose of completing the Work, all of Consultant's tools, equipment and appliances, and all materials on the Worksite or stored off the Worksite that will be incorporated in the Work. Regardless of any Contract termination, Consultant's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

XIV. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Contract, Consultant agrees as follows:

- i. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the consultant's legal duty to furnish information.
- iv. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.'
- vi. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not

participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon consultants and subconsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

XV. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

- a. Consultant agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as may be applicable, which are incorporated by reference into the Contract.
- b. Consultant or subconsultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.
- c. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a consultant or subconsultant as provided in 29 C.F.R. § 5.12.

XVI. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the consultant and its subconsultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

(1) This clause does not prohibit consultants from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

(1) In the event the consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the consultant is notified of such by a subconsultant at any tier or by any other source, the consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

XVII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000

awarded by grantees and subgrantees when required by Federal grant program legislation;)

- a. To the extent required by any Federal grant programs applicable to expected funding or reimbursement of
City's expenses incurred in connection with the services provided under the Contract, Consultant agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in the Contract.
- b. Consultant shall be bound to the provisions of the Davis-Bacon Act and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.

XVIII. COPYRIGHTS AND DATA RIGHTS

License and Delivery of Works Subject to Copyright and Data Rights

The Consultant grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the (insert name of the non-federal entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

XIX. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XX. AFFIRMATIVE SOCIOECONOMIC STEPS

- a. If subcontracts are to be let, the prime consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation

lists;

- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

- a. The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the FEMA terms and conditions.

Attachment 1

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION
REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative
Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

ATTACHMENT 2- DISCLOSURE OF LOBBYING ACTIVITIES

Exhibit- Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p>(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
		<p>Authorized for Local Reproduction Standard Form - LLL</p>
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

ATTACHMENT 3- PROJECT LOCATION AND MAP



FEMA 740669

Manoir Ln

Manoir Ln

Davzon Pvt. Ltd

37°39'34.3"N 121°49'34.3"W

Outfall Pipe

Vineyard Ave

Safreno Way

Safreno Way

Vineyard Ave

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RECONSTRUCT PIPE OUTLET WITH 1/4 TON ROCK PROTECTION AND STABILIZE SLOPE

EXISTING 24" SD; 168 LF

EXISTING BERM/ACCESS ROAD

EXISTING POND SPILLWAY

DETENTION POND

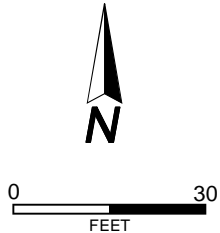
INSTALL NEW STANDPIPE AND CONNECT TO EXISTING PIPE FOR REDUNDANCY

VINEYARD ROAD

CONCEPTUAL SITE PLAN
SCALE: 1"=30'



VICINITY MAP
NO SCALE



BASE MAP SOURCE: UNKNOWN



VINEYARD DETENTION BASIN EAST
FEMA STORM DAMAGE REPAIRS
CITY OF PLEASANTON
ALAMEDA COUNTY, CALIFORNIA

PROJECT NO.: 6621.300.026
SCALE: AS SHOWN
DRAWN BY: SC CHECKED BY: JB

FIGURE NO.
1

FEMA 723483

Culvert 3 (Lower)

$37^{\circ}38'29.0''\text{N } 121^{\circ}54'35.1''\text{W}$

Culvert 1 (Upper)

$37^{\circ}38'25.9''\text{N } 121^{\circ}54'41.9''\text{W}$

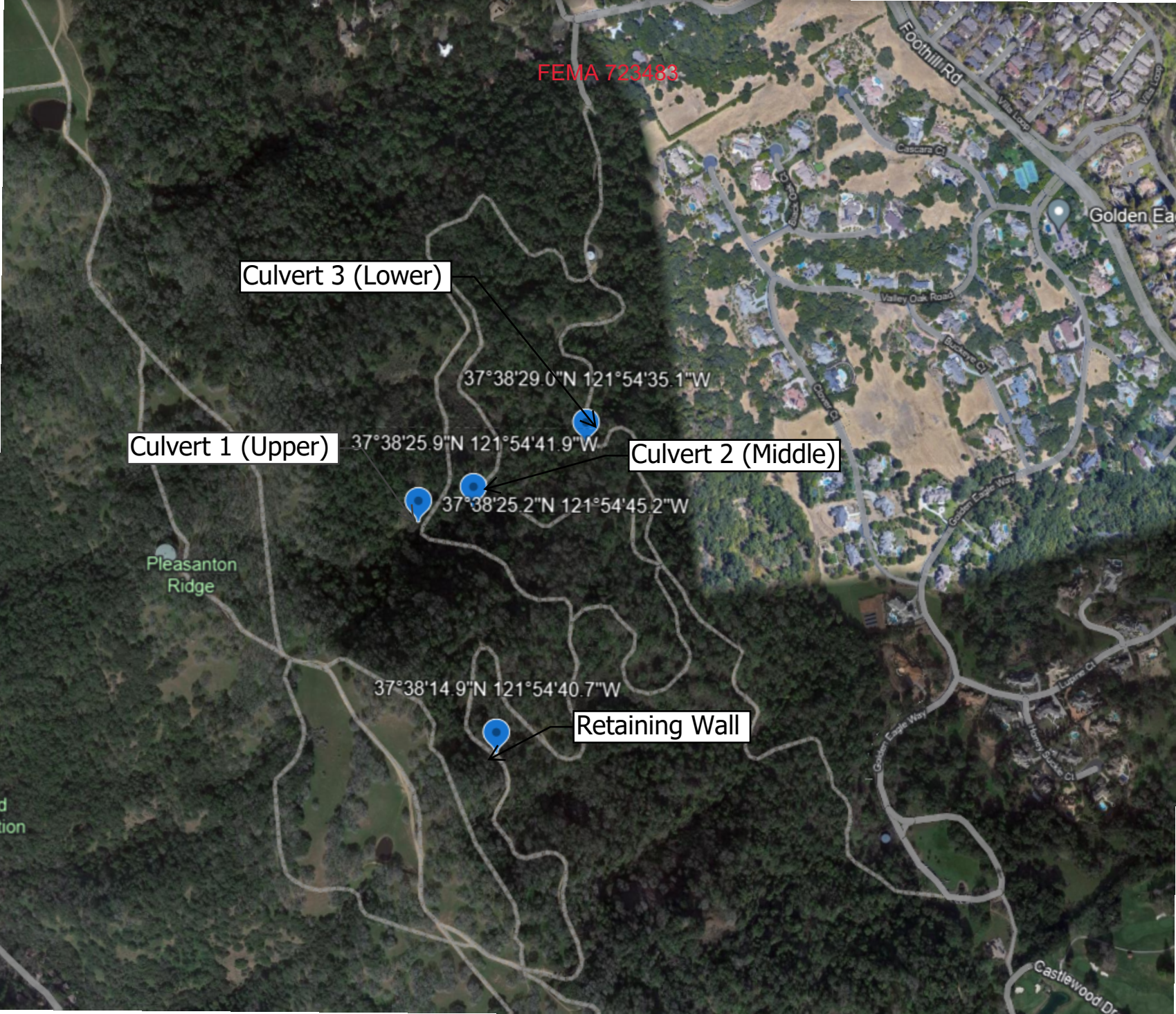
Culvert 2 (Middle)

$37^{\circ}38'25.2''\text{N } 121^{\circ}54'45.2''\text{W}$

Pleasanton Ridge

$37^{\circ}38'14.9''\text{N } 121^{\circ}54'40.7''\text{W}$

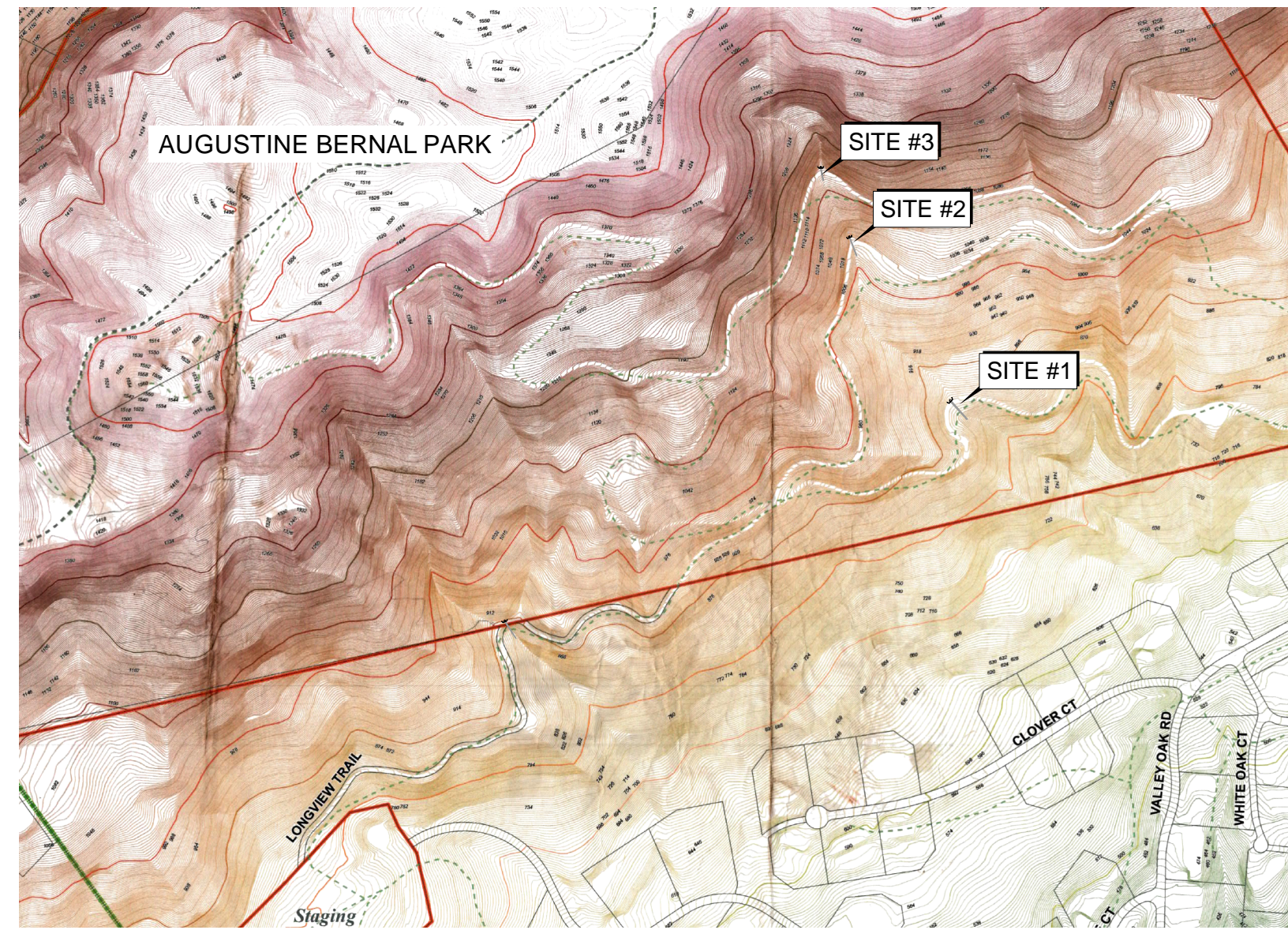
Retaining Wall



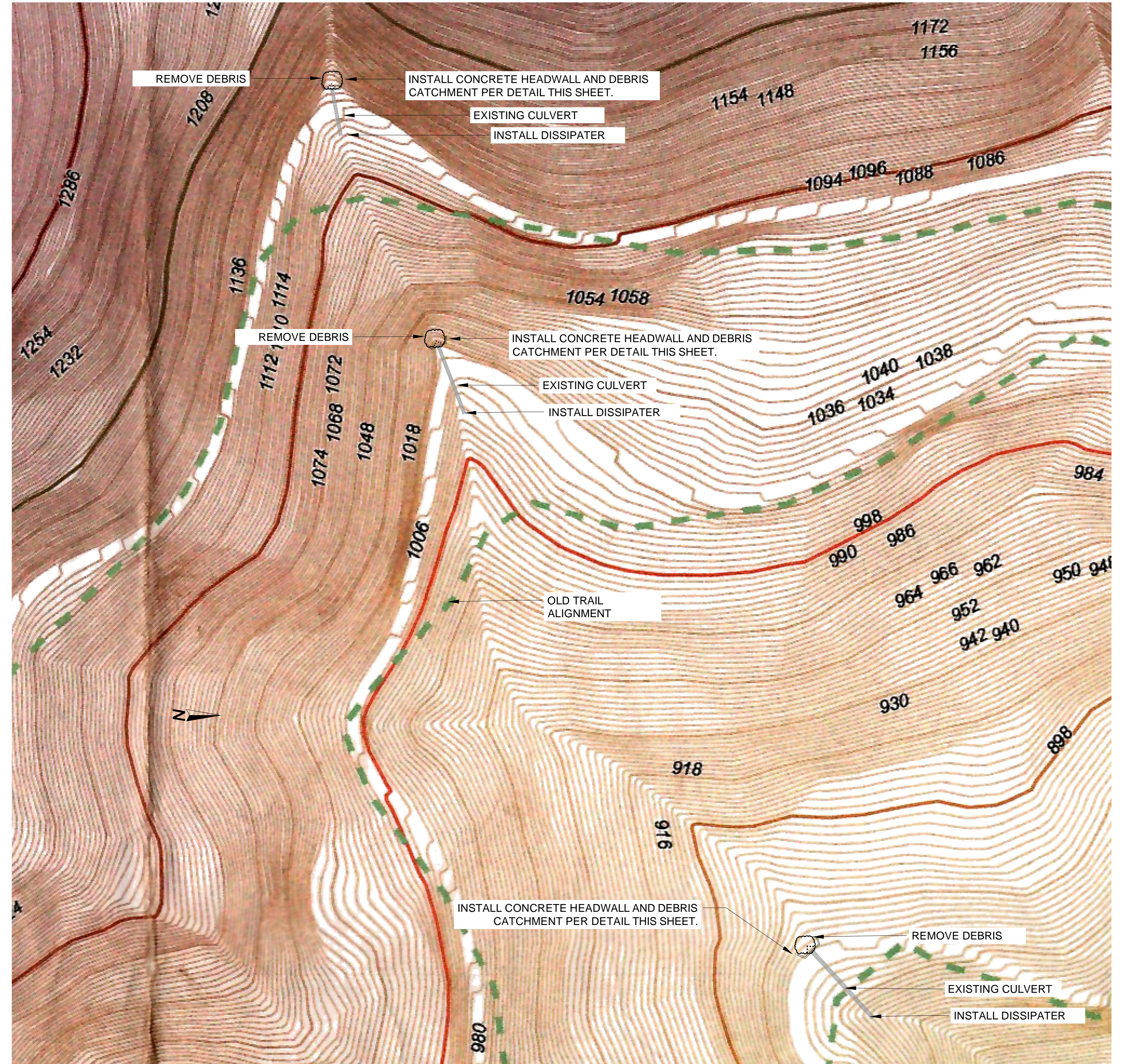
DRAFT



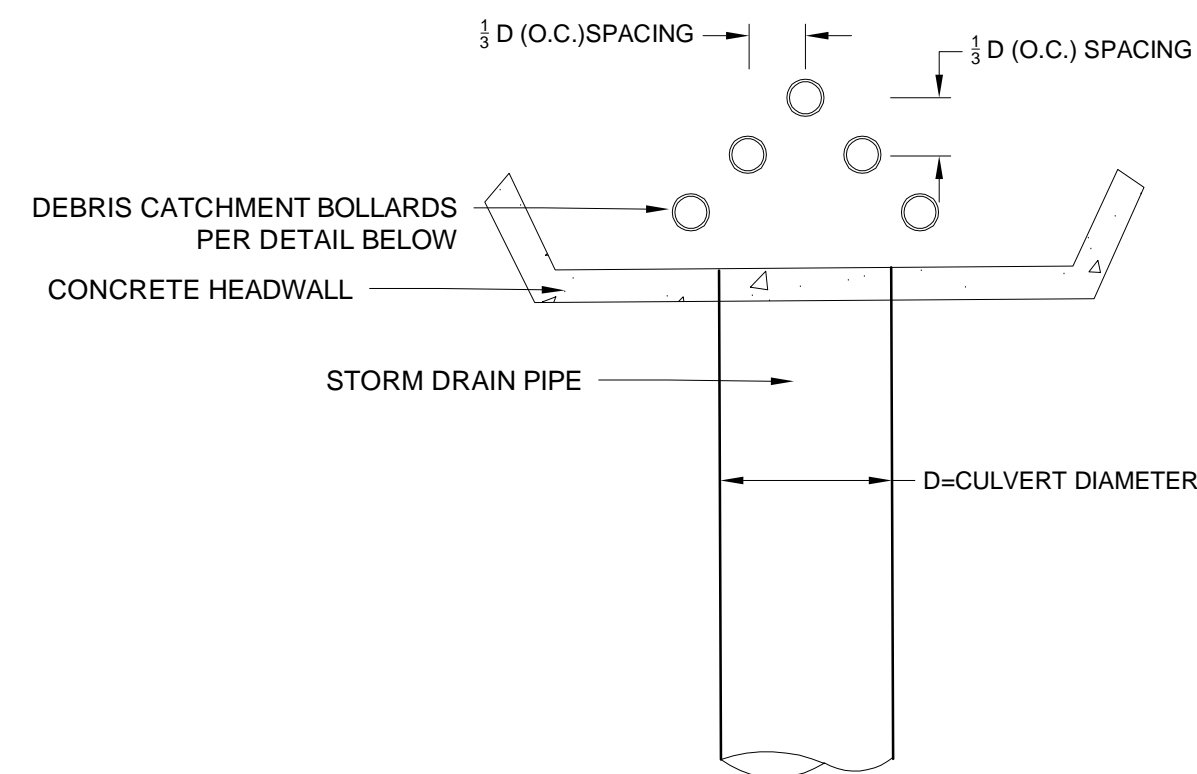
VICINITY MAP
NO SCALE



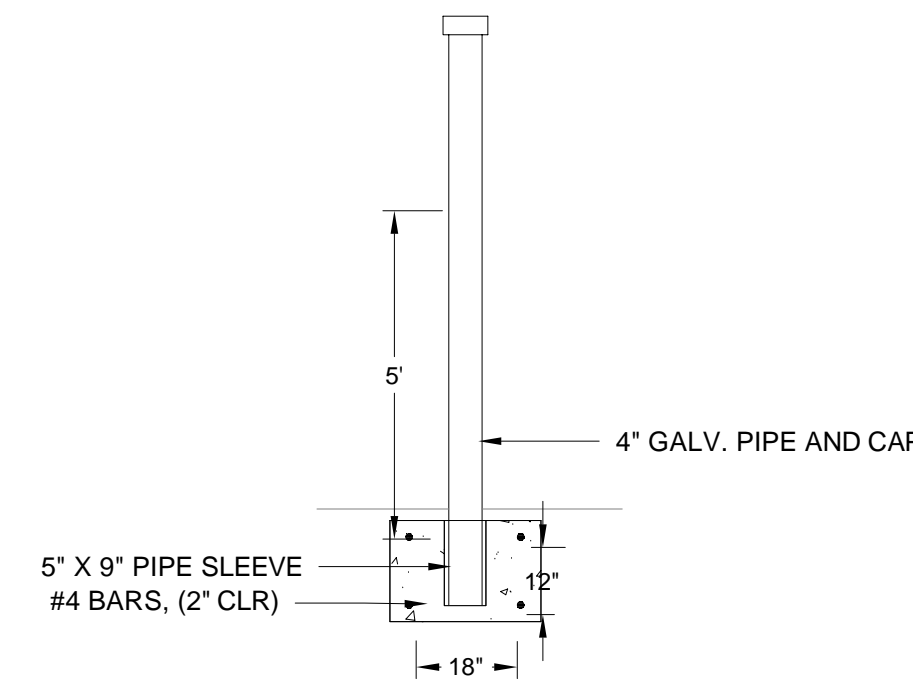
LOCATION MAP
NO SCALE



CONCEPTUAL PLAN
SCALE: 1"=50'



DEBRIS CATCHMENT AND HEADWALL (TYP)
NO SCALE



BOLLARD DETAIL
NO SCALE

EXPLANATION

ALL LOCATIONS ARE APPROXIMATE

[SITE #1] SITE NAMES ARE CONSISTENT WITH PLANS DATED XXX.XXX



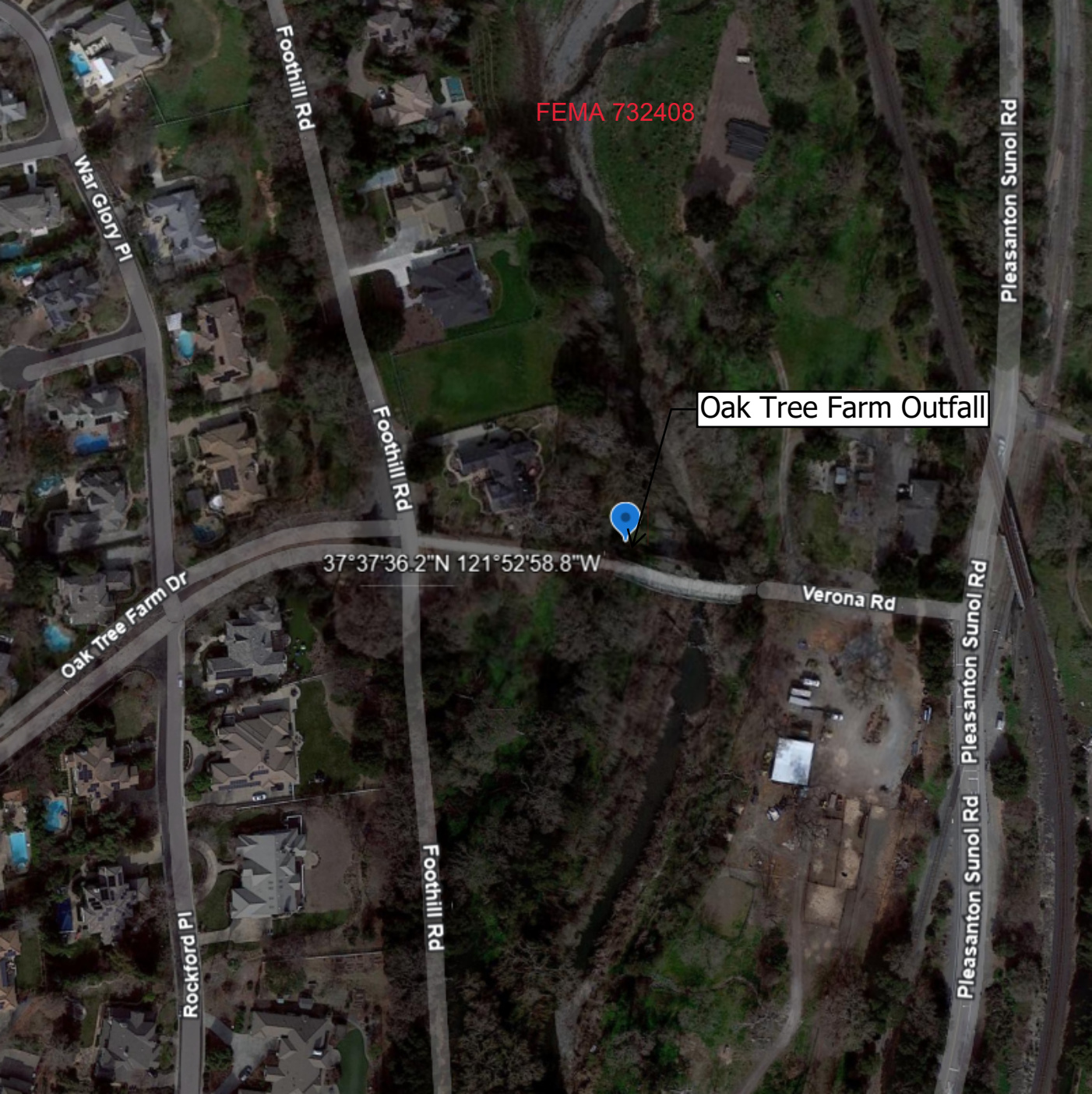
DRAFT

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FEMA 732408

Oak Tree Farm Outfall

$37^{\circ}37'36.2''\text{N } 121^{\circ}52'58.8''\text{W}$



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CONCEPTUAL SITE PLAN
SCALE: 1"=20'



VICINITY MAP
NO SCALE

BASE MAP SOURCE: UNKNOWN



OAK TREE MANOR STORM DRAIN OUTFALL
FEMA STORM DAMAGE REPAIRS
CITY OF PLEASANTON
ALAMEDA COUNTY, CALIFORNIA

PROJECT NO.: 6621.300.026	
SCALE: AS SHOWN	
DRAWN BY: SC	CHECKED BY: JB

FIGURE NO.
1



- Legend
- Fire Station
 - School
 - Park
 - Parcels
 - AerialOrtho2017cache

Proposed Vault Location

1: 1,510



251.7 0 125.87 251.7 Feet

Notes

Notes

ATTACHMENT 4 – FEMA SITE INSPECTION REPROT

SITE INSPECTION REPORT
CATEGORY D – DRAINAGE CHANNELS & NAVIGATIONAL WATERWAYS

Applicant Pleasanton, City of	PA ID # 001-57792-00	Applicant Representative Adam Nelkie	Applicant Representative Title Interim Dir of Engineering
Site Inspection Date 16 Aug 2023		Site Inspector Name Joshua Adekanbi / Daisy Martin	
Work Order # 89830		Damage # 1328837	
GPS Start Latitude 37.659306		GPS Start Longitude -121.825667	
GPS End Latitude		GPS End Longitude	
Physical Location (Address of Damage Site) Safreno Way and Vineyard Avenue Pleasanton, CA 84566	Date Damaged Jan	Age of Facility Year Built: <input type="checkbox"/> Exact <input checked="" type="checkbox"/> Approximate	Legal Responsibility <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			Quantity of Material Deposited by Incident (if applicable):
Purpose <input checked="" type="checkbox"/> Flood Control <input type="checkbox"/> Navigation <input type="checkbox"/> Water Supply <input type="checkbox"/> Hydropower <input type="checkbox"/> Recreation <input type="checkbox"/> Other (Specify):	Type: <input checked="" type="checkbox"/> Drainage <input type="checkbox"/> Navigational <input type="checkbox"/> Other (Specify):	Shape: <input checked="" type="checkbox"/> V-Ditch <input type="checkbox"/> Trapezoidal <input type="checkbox"/> Rectangular <input type="checkbox"/> Other (Specify):	Dimensions Depth Top Width
Facility Description: (Pre-disaster design, function, capacity, dimensions, and footprint) Facility Description Only (Capture Damages on Next Page)			

Applicant Representative Signature: Adam Nelkie

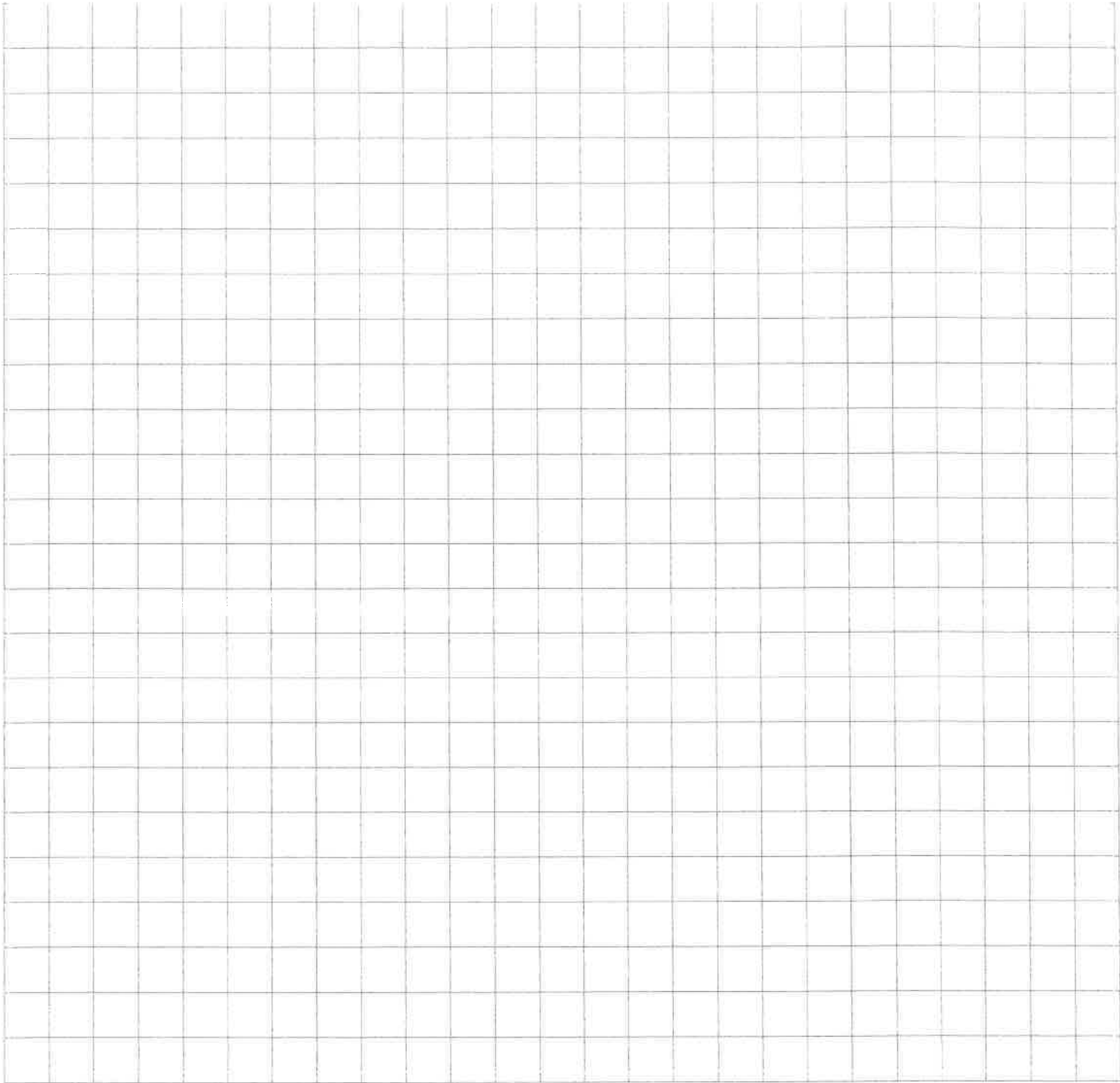
Recipient Authorized Representative Signature (if applicable): _____

For FEMA Use Only

Category D

Work Order # (if applicable): _____ Damage # _____

SKETCH: (Click grid to upload an image):



NOTES:

Applicant Representative Initials: Amn

Page ____ of ____

Recipient Authorized Representative Initials (if applicable): _____

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	E.Vineyard Detention Pond - Repair Bank	37.65960 -121.826278	25' L x 28' W x 16' D
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage
Repair in kind. Backfill washed out bank with borrowed soil material, reshape, install coconut and hydroseed			Heavy rain & runoff
			FA <input type="checkbox"/> Quantity 1,244
			CTR <input checked="" type="checkbox"/> Units 4
			Both <input type="checkbox"/> % Complete 0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
2	Rip Rap	"	25' L x 20' W 28' L x 25' W
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage
Repair in kind. Replace rip rap 2-3 tons rocks			Heavy rain & runoff
			FA <input type="checkbox"/> Quantity 1,200
			CTR <input checked="" type="checkbox"/> Units SF
			Both <input type="checkbox"/> % Complete 0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
3	Reinforced Concrete Pipe	37.659527 -121.826181	8' L x 24" Diameter (3)
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage
Repair in kind. Replace the 3 damaged reinforced concrete pipe			Heavy rain & runoff
			FA <input type="checkbox"/> Quantity 3
			CTR <input type="checkbox"/> Units EA
			Both <input type="checkbox"/> % Complete 0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage
			FA <input type="checkbox"/> Quantity
			CTR <input type="checkbox"/> Units
			Both <input type="checkbox"/> % Complete
Component Types: 1-Surface 2-Base 3-Sub Base 4-Shoulder 5-Ditch 6-Striping 7-Embankment 8-Sidewalk 9-Curb 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Retaining Wall 18-Other (specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other (Specify)

Applicant Representative Initials: amm

Recipient Authorized Representative Initials (if applicable): _____

NOTE FOR SITE INSPECTOR: Please ask the Applicant representative the following questions. Although the PDMG may have already asked some of these questions, the Applicant representative at the site inspection may have additional information. Use the Additional Notes section to record any additional explanation.

Mitigation Considerations

FEMA Public Assistance encourages protection of disaster-damaged facilities by providing assistance for cost-effective hazard mitigation measures that reduce or eliminate the risk of similar damage from happening again in a future event. For each question, elaborate on the answer in the space provided for comments.

<p>1. Identify the specific cause of damage (such as wave action eroded or undermined the channel slope protection, water eroded material below the toe of the channel slope protection, etc.).</p> <p>Rain, three 100 year storm event</p>	<p>2. Does the Applicant plan to perform additional work to protect damaged facilities against similar damage in a future event?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
<p>3. Will the Applicant provide a proposal for hazard mitigation work?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>	<p>4. Would the Applicant like FEMA to prepare a proposal for hazard mitigation work?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>

Insurance Considerations

FEMA is legally prohibited from duplicating benefits from other sources and will reduce eligible costs by the amount of insurance proceeds received.

<p>1. Does the damaged facility have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles)?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
--

Environmental & Historic Preservation Considerations

FEMA is required to ensure that work complies with applicable environmental and historic preservations laws, regulations, and executive orders.

<p>1. Is the damaged facility(ies) located within a floodplain or a coastal high hazard area and/or does it have an impact on a floodplain or wetland? Can the project site be impacted by flooding? Will work occur within 200 feet of a waterway/waterbody?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>	<p>2. Is the damaged facility located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
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Applicant Representative Initials: amr

Page ____ of ____

Recipient Authorized Representative Initials (if applicable): _____

3. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint – including depth of footprint, material, location, capacity, use or function), including construction of an access road, establishing a staging area, or other work outside of the constructed right-of-way? If yes, describe changes or work outside of the constructed right-of-way. Provide detailed justification for the change (e.g. codes and standards).

- Yes
- No
- Unsure

Comments:

4. Is the damaged facility(ies) listed on a local/state/national historic register or is it a locally recognized landmark? Is it older than 45 years? (Provide the age of the facility) Are there more, similar buildings near the site?

- Yes
- No
- Unsure

Comments:

5. Are there any large, undeveloped or undisturbed areas on, or near, the project site? (Select "yes" if there are large tracts of forestland, grassland, or naturally preserved areas, etc.)

- Yes
- No
- Unsure

Comments:

Entire flood plain undeveloped

6. Are there any hazardous materials at or adjacent to the damaged facility?

- Yes
- No
- Unsure

Comments:

7. Are there any other environmental or controversial issues associated with the damaged facility and/or work item? (select yes if facility is a road maintained by a Tribal Government or if the project necessitates the establishment of a new borrow area or the horizontal expansion of an existing borrow area.)

- Yes
- No
- Unsure

Comments:

California Salamander

8. Are there any known endangered species in the work area?

- Yes
- No
- Unsure

Comment

California Salamander

Additional Notes / Comments:

SITE INSPECTION REPORT
CATEGORY D – DRAINAGE CHANNELS & NAVIGATIONAL WATERWAYS

Applicant Pleasanton, City of		PA ID # 001-57792-00	Applicant Representative Adam Nelkie	Applicant Representative Title Interim Dir of Engineering
Site Inspection Date 16 Aug 2023			Site Inspector Name Joshua Adekanbi / Daisy Martin	
Work Order # 89830			Damage # 1328836	
GPS Start Latitude 37.626722			GPS Start Longitude -121..883000	
GPS End Latitude			GPS End Longitude	
Physical Location (Address of Damage Site) 7892 Foothil Road Pleasanton, CA 84566		Date Damaged <i>Dec 31 Jan 4, & 13 2023</i>	Age of Facility Year Built: <input type="checkbox"/> Exact <input checked="" type="checkbox"/> Approximate	Legal Responsibility <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Purpose <input checked="" type="checkbox"/> Flood Control <input type="checkbox"/> Navigation <input type="checkbox"/> Water Supply <input type="checkbox"/> Hydropower <input type="checkbox"/> Recreation <input type="checkbox"/> Other (Specify):		Type: <input checked="" type="checkbox"/> Drainage <input type="checkbox"/> Navigational <input type="checkbox"/> Other (Specify):	Shape: <input checked="" type="checkbox"/> V-Ditch <input type="checkbox"/> Trapezoidal <input type="checkbox"/> Rectangular <input type="checkbox"/> Other (Specify):	Quantity of Material Deposited by Incident (if applicable):
Dimensions Depth Top Width		Facility Description: (Pre-disaster design, function, capacity, dimensions, and footprint) Facility Description Only (Capture Damages on Next Page)		

Applicant Representative Signature: *Adam Nelkie*

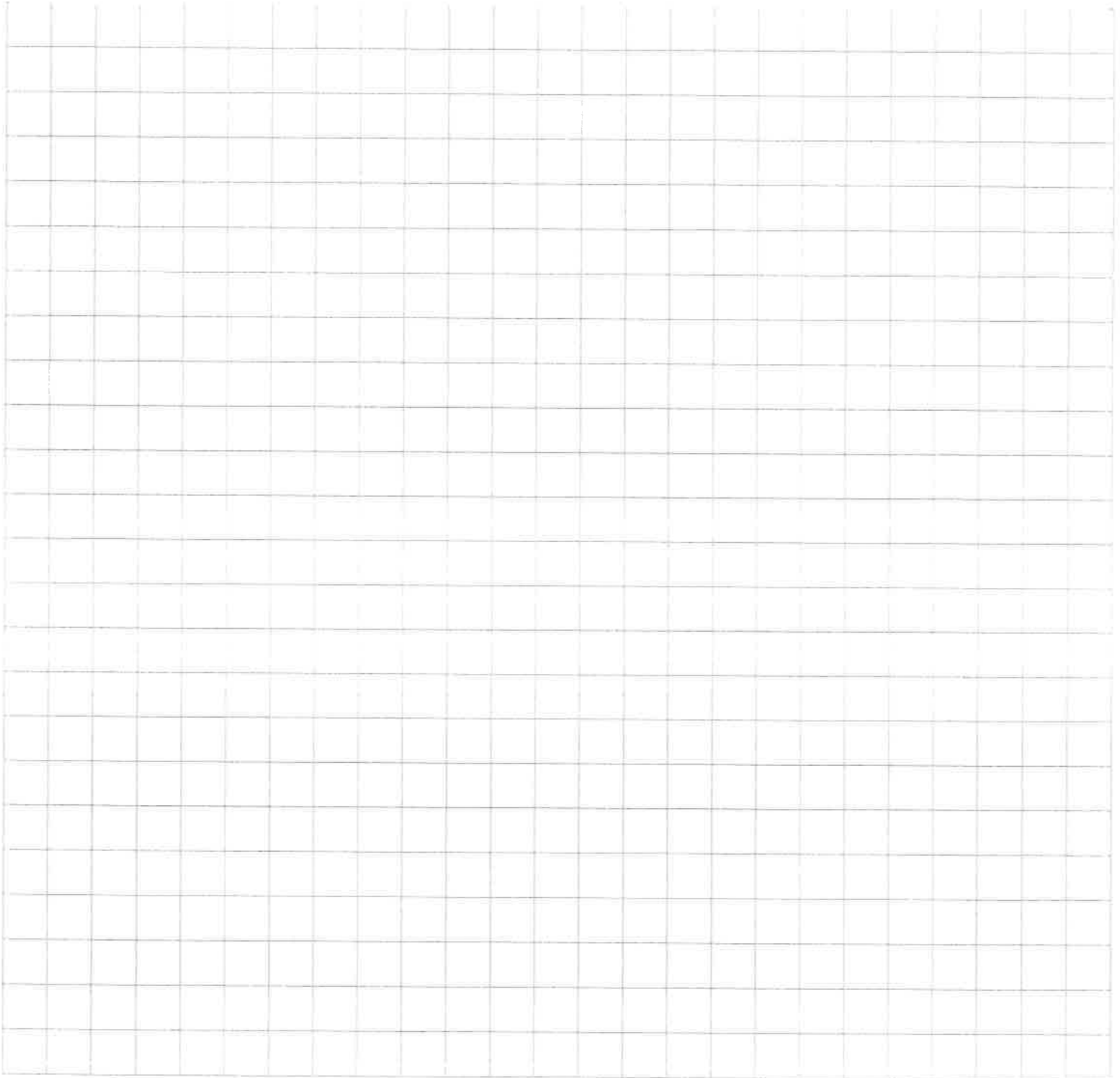
Recipient Authorized Representative Signature (if applicable): _____

For FEMA Use Only

Work Order # (if applicable): _____ Damage # _____

Category D

SKETCH: (Click grid to upload an image):



NOTES:

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

Page ____ of ____

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.		
1	Oak Tree Farm - outfall and Channel Bank Stabilization	37.626722 -121.883000			
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage		
REPAIR IN KIND. Import soil and backfill to protect the tree roots.			FA	<input type="checkbox"/>	Quantity
			CTR	<input type="checkbox"/>	Units
			Both	<input type="checkbox"/>	% Complete
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.		
1a	Left Bank of Channel	''	50' L x 10' W x 5' D		
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage		
Import soil and backfill to protect the exposed tree roots. Install heavy rip rap, 2-5 ton stones to stabilize			Heavy rain & flooding		
			FA	<input type="checkbox"/>	Quantity
			CTR	<input checked="" type="checkbox"/>	Units
			Both	<input type="checkbox"/>	% Complete
500					
5F					
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.		
1b	Bottom Channel	''	65' L x 15' W		
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage		
Import soil to backfill and install rip rap 2-5 ton stone to stabilize			Heavy rain & flooding		
			FA	<input type="checkbox"/>	Quantity
			CTR	<input type="checkbox"/>	Units
			Both	<input type="checkbox"/>	% Complete
975					
5F					
0					
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.		
1c	Right Bank of Channel	''	65' L x 15' W		
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage		
Reshape bank and install rip rap, 2-5 ton stone to stabilize			Heavy rain & flooding		
			FA	<input type="checkbox"/>	Quantity
			CTR	<input checked="" type="checkbox"/>	Units
			Both	<input type="checkbox"/>	% Complete
1,175					
5F					
0					
Component Types: 1-Embankment 2-Culvert 3-Weir 4-Fencing 5-Armor 6-Spillway 7-Dam 8-Service Road 9-Lining 10-Overflow Structure 11-Sprinkler Head 12-Drainage System 13-Vegetative Cover 14- Valve 15-Control Gate 16-Controls 17-Generator 18-Electrical Panel 19-Electrical Wire 20-SCADA 21-Other (Specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7-Tree Damage 8-Wind Blown Debris 9-Earthquake 10- Fire 11-Explosion 12 Other (Specify)		

Applicant Representative Initials: AMM

Recipient Authorized Representative Initials (if applicable): _____

NOTE FOR SITE INSPECTOR: Please ask the Applicant representative the following questions. Although the PDMG may have already asked some of these questions, the Applicant representative at the site inspection may have additional information. Use the Additional Notes section to record any additional explanation.

Mitigation Considerations

FEMA Public Assistance encourages protection of disaster-damaged facilities by providing assistance for cost-effective hazard mitigation measures that reduce or eliminate the risk of similar damage from happening again in a future event. For each question, elaborate on the answer in the space provided for comments.

<p>1. Identify the specific cause of damage (such as wave action eroded or undermined the channel slope protection, water eroded material below the toe of the channel slope protection, etc.).</p> <p>Three 100 year rain storm</p>	<p>2. Does the Applicant plan to perform additional work to protect damaged facilities against similar damage in a future event?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments: Plan to install rip rap</p>
<p>3. Will the Applicant provide a proposal for hazard mitigation work?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>	<p>4. Would the Applicant like FEMA to prepare a proposal for hazard mitigation work?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments: Plan to request FEMA assistance</p>

Insurance Considerations

FEMA is legally prohibited from duplicating benefits from other sources and will reduce eligible costs by the amount of insurance proceeds received.

<p>1. Does the damaged facility have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles)?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
--

Environmental & Historic Preservation Considerations

FEMA is required to ensure that work complies with applicable environmental and historic preservation laws, regulations, and executive orders.

<p>1. Is the damaged facility(ies) located within a floodplain or a coastal high hazard area and/or does it have an impact on a floodplain or wetland? Can the project site be impacted by flooding? Will work occur within 200 feet of a waterway/waterbody?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments: Firzette ?</p>	<p>2. Is the damaged facility located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
--	--

3. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint – including depth of footprint, material, location, capacity, use or function), including construction of an access road, establishing a staging area, or other work outside of the constructed right-of-way? If yes, describe changes or work outside of the constructed right-of-way. Provide detailed justification for the change (e.g. codes and standards).

- Yes
- No
- Unsure

Comments:

4. Is the damaged facility(ies) listed on a local/state/national historic register or is it a locally recognized landmark? Is it older than 45 years? (Provide the age of the facility) Are there more, similar buildings near the site?

- Yes
- No
- Unsure

Comments:

5. Are there any large, undeveloped or undisturbed areas on, or near, the project site? (Select "yes" if there are large tracts of forestland, grassland, or naturally preserved areas, etc.)

- Yes
- No
- Unsure

Comments:

6. Are there any hazardous materials at or adjacent to the damaged facility?

- Yes
- No
- Unsure

Comments:

7. Are there any other environmental or controversial issues associated with the damaged facility and/or work item? (select yes if facility is a road maintained by a Tribal Government or if the project necessitates the establishment of a new borrow area or the horizontal expansion of an existing borrow area.)

- Yes
- No
- Unsure

Comments:

California Weepsnake
California Salamander
Chinook Salmon

8. Are there any known endangered species in the work area?

- Yes
- No
- Unsure

Comment

California Weepsnake
California Salamander
Chinook Salmon

Additional Notes / Comments:

SITE INSPECTION REPORT

CATEGORY G – PARKS, RECREATION, CEMETERY, OTHER

Applicant Pleasanton, City of	PA ID # 001-57792-00	Applicant Representative Adam Nelkie	Applicant Representative Title Interim Dir of Engineering
Site Inspection Date 15 Aug 2023		Site Inspector Name Joshua Adekanbi / Daisy Martin	
Work Order # 89831		Damage # 1328842	
Facility: <input checked="" type="checkbox"/> Park <input type="checkbox"/> Cemetery <input type="checkbox"/> Athletic Field <input type="checkbox"/> Marina <input type="checkbox"/> Other (Specify):			
GPS Latitude 37.640342		GPS Longitude -121.912555	
Physical Location (Address of Damage Site) Valley View Trail Pleasanton, CA 94566	Date Damaged Jan 4-13, 2023	Age of Facility <input type="checkbox"/> Exact <input checked="" type="checkbox"/> Approximate Year Built: 1990	Legal Responsibility <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Facility Description: (Pre-disaster design, function, capacity, dimensions, and footprint) Facility Description Only</p> <p>The underground culvert was installed to safely move water from the culvert inlet entrance and discharge at the outlet. Heavy rain and surface water runoff eroded the culvert headwall and outfalls, and clogged the culvert with debris and sediment.</p>			

Applicant Representative Signature: _____

Recipient Authorized Representative Signature (if applicable): _____

Facility Component Damages				
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(a)	Augustine Bermal Trail Creek Crossing - Clogged Culvert	37.640342 -121.912555	26' L x 24" Diameter x 6' Deep	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Heavy rain and flooding clogged the culvert. Repair in kind.			Heavy rain and surface water flooding	
			FA	<input type="text"/>
			Quantity	3.0226
			CTR	<input checked="" type="checkbox"/>
			Units	CY
			Both	<input type="text"/>
			% Complete	0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(b)	Culvert inlet headwall	37.640342 -121.912555	Headwall: 4' L x 4' W Wingwalls: 4' L x 4' W (2)	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Culvert inlet headwall eroded. Repair in kind.			Heavy rain and surface water flooding	
			FA	<input type="text"/>
			Quantity	1
			CTR	<input checked="" type="checkbox"/>
			Units	EA
			Both	<input type="text"/>
			% Complete	0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(c)	Outlet Headwall	37.640342 -121.912555	15' L x 15' W x 5' Deep	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Culvert outlet headwall eroded. Repair in kind.			Heavy rain and surface water flooding	
			FA	<input type="text"/>
			Quantity	41.6667
			CTR	<input checked="" type="checkbox"/>
			Units	CY
			Both	<input type="text"/>
			% Complete	0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(d)	Rip rap stones	37.640342 -121.912555	15' L x 13' W x 2' Deep	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Rip rap stones displaced and washed out. Repair in kind.			Heavy rain and surface water flooding	
			FA	<input type="text"/>
			Quantity	14.4444
			CTR	<input checked="" type="checkbox"/>
			Units	CY
			Both	<input type="text"/>
			% Complete	0
Component Types: 1-Park Equipment 2-Park Building 3-Playground Equipment 4-Fencing 5-Parking Lot 6-Lighting 7-Bleachers 8-Bench 9- Signage 10-Pavilion 11-Table 12-Athletic Field 13-Trash Can 14-Water Fountain 15-Dock 16-Pier 17-Pool 18-Deck 19-Boat Ramp 20-Furniture 21-Athletic Equipment 22-Statue 23-Headstone 24-Grave Marker 25- Mausoleum 26-Driveway 27-Covered Shelter 28-Other (Specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5- Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other	

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

Facility Component Damages

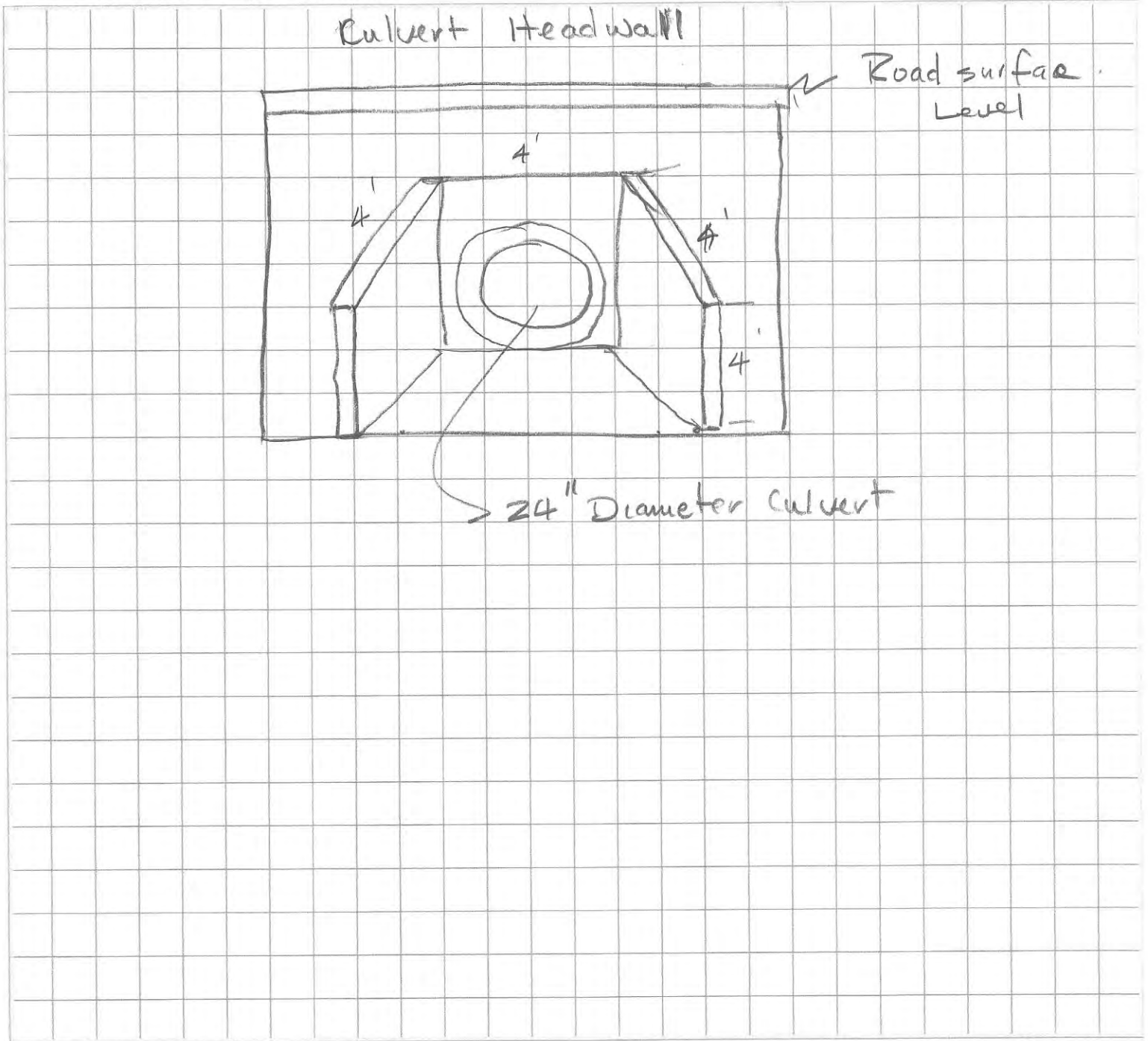
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(e)	Embankment	37.640342 -121.912555	41' L x 7' W x 3' D	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Heavy rain and surface water flooding
Embankment eroded. Repair in kind			FA <input type="checkbox"/>	Quantity 47.8
			CTR <input checked="" type="checkbox"/>	Units SF
			Both <input type="checkbox"/>	% Complete 0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(f)	Walking Trail	37.640342 -121.912555	82' L x 14' W	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Heavy rain and surface water flooding
Pedestrian walking trail eroded. This is a dirt road. Clean up and regrade to repair.			FA <input type="checkbox"/>	Quantity 1148
			CTR <input checked="" type="checkbox"/>	Units SF
			Both <input type="checkbox"/>	% Complete 0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
			FA <input type="checkbox"/>	Quantity
			CTR <input type="checkbox"/>	Units
			Both <input type="checkbox"/>	% Complete
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
			FA <input type="checkbox"/>	Quantity
			CTR <input type="checkbox"/>	Units
			Both <input type="checkbox"/>	% Complete
Component Types: 1 - Engineered Beach 2 - Dune Planting 3 - Sand Fence 4 - Post Rope Fencing			Cause of Damage: 1 - Storm Surge 2 - Wind Driven Wave Action	

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

Work Order # (if applicable): 89831 Damage # 1328842

SKETCH: (Click grid to upload an image):



NOTES:

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

NOTE FOR SITE INSPECTOR: Please ask the Applicant representative the following questions. Although the PDMG may have already asked some of these questions, the Applicant representative at the site inspection may have additional information. Use the Additional Notes section to record any additional explanation.

Mitigation Considerations

FEMA Public Assistance encourages protection of disaster-damaged facilities by providing assistance for cost-effective hazard mitigation measures that reduce or eliminate the risk of similar damage from happening again in a future event. For each question, elaborate on the answer in the space provided for comments.

<p>1. Identify the specific cause of damage.</p> <p>Cause of damage was heavy rain and surface water runoff that damaged the culvert headwall and outfalls, clogged the culvert with debris and sediment and eroded the dirt road.</p>	<p>2. Does the Applicant plan to perform additional work to protect damaged facilities against similar damage in a future event? Explain.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p> <p>Culvert expansion and extension, and hydraulic analysis.</p>
<p>3. Will the Applicant provide a proposal for hazard mitigation work?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>	<p>4. Would the Applicant like FEMA to prepare a proposal for hazard mitigation work?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>

Insurance Considerations

FEMA is legally prohibited from duplicating benefits from other sources and will reduce eligible costs by the amount of insurance proceeds received.

<p>1. Does the damaged facility have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles)?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
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Environmental & Historic Preservation Considerations

FEMA is required to ensure that work complies with applicable environmental and historic preservations laws, regulations, and executive orders.

<p>1. Is the damaged facility(ies) located within a floodplain or a coastal high hazard area and/or does it have an impact on a floodplain or wetland? Can the project site be impacted by flooding? Will work occur within 200 feet of a waterway/waterbody?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>	<p>2. Is the damaged facility located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
---	--

3. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint – including depth of footprint, material, location, capacity, use or function), including construction of an access road, establishing a staging area, or other work outside of the constructed right-of-way? If yes, describe changes or work outside of the constructed right-of-way. Provide detailed justification for the change (e.g. codes and standards).

- Yes
- No
- Unsure

Comments:

Culvert expansion and extension.

4. Is the damaged facility(ies) listed on a local/state/national historic register or is it a locally recognized landmark? Is it older than 45 years? (Provide the age of the facility) Are there more, similar buildings near the site?

- Yes
- No
- Unsure

Comments:

5. Are there any large, undeveloped or undisturbed areas on, or near, the project site? (Select "yes" if there are large tracts of forestland, grassland, or naturally preserved areas, etc.)

- Yes
- No
- Unsure

Comments:

6. Are there any hazardous materials at or adjacent to the damaged facility?

- Yes
- No
- Unsure

Comments:

7. Are there any other environmental or controversial issues associated with the damaged facility and/or work item? (select yes if facility is a road maintained by a Tribal Government or if the project necessitates the establishment of a new borrow area or the horizontal expansion of an existing borrow area.)

- Yes
- No
- Unsure

Comments:

8. Are there any known endangered species in the work area?

- Yes
- No
- Unsure

Comments:

California whipsnake, Salamander, and Red Legged Frog

Additional Notes / Comments:

SITE INSPECTION REPORT

CATEGORY G – PARKS, RECREATION, CEMETERY, OTHER

Applicant Pleasanton, City of	PA ID # 001-57792-00	Applicant Representative Adam Nelkie	Applicant Representative Title Interim Dir of Engineering
Site Inspection Date 15 Aug 2023		Site Inspector Name Joshua Adekanbi / Daisy Martin	
Work Order # 89831		Damage # 1328843	
Facility: <input checked="" type="checkbox"/> Park <input type="checkbox"/> Cemetery <input type="checkbox"/> Athletic Field <input type="checkbox"/> Marina <input type="checkbox"/> Other (Specify):			
GPS Latitude 37.640518		GPS Longitude -121.911651	
Physical Location (Address of Damage Site) Valley View Trail Pleasanton, CA 94566	Date Damaged Dec 31, Jan 4-13, 2023	Age of Facility <input type="checkbox"/> Exact <input checked="" type="checkbox"/> Approximate Year Built: 1990	Legal Responsibility <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Facility Description: (Pre-disaster design, function, capacity, dimensions, and footprint)
Facility Description Only

The underground culvert was installed to safely move water from the culvert inlet entrance and discharge at the outlet. Heavy rain and surface water runoff eroded culvert inlet and outlet headwalls, eroded embankment, clogged culvert with debris and sediment and eroded pedestrian walking train (dirt road).

Applicant Representative Signature: _____

Recipient Authorized Representative Signature (if applicable): _____

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(a)	Augustine Bernal Trail Creek Crossing - Culvert 2	37.640518 -121.911651	35' L x 24" Diameter	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Heavy rain and flooding clogged culvert with debris and sediment. Remove sediment and repair in kind.			FA	Quantity 4.0689
			CTR	Units CY
			Both	% Complete 0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(b)	Culvert Inlet Headwall	37.640518 -121.911651	Headwall: 5' L x 4' W Wingwalls: 4' L x 4' W (2)	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Inlet headwall eroded. Repair in kind with pre-cast headwall.			FA	Quantity 1
			CTR	Units EA
			Both	% Complete 0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(c)	Outlet Headwall	37.640518 -121.911651	10' L x 6' W x 3' Deep	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Outlet headwall eroded. Repair in kind.			FA	Quantity 6,6667
			CTR	Units CY
			Both	% Complete 0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(d)	Rip Rap	37.640518 -121.911651	10' L x 4' W x 2' Deep	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Rip rap stones displaced and washed out. Repair in kind.			FA	Quantity 2.9630
			CTR	Units CY
			Both	% Complete 0
Component Types: 1-Park Equipment 2-Park Building 3-Playground Equipment 4-Fencing 5-Parking Lot 6-Lighting 7-Bleachers 8-Bench 9-Signage 10-Pavilion 11-Table 12-Athletic Field 13-Trash Can 14-Water Fountain 15-Dock 16-Pier 17-Pool 18-Deck 19-Boat Ramp 20-Furniture 21-Athletic Equipment 22-Statue 23-Headstone 24-Grave Marker 25-Mausoleum 26-Driveway 27-Covered Shelter 28-Other (Specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other	

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

Facility Component Damages			
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1(e)	Dirt Road	37.640518 -121.911651	95' L x 16' W
Method of Repair (change in design, materials, size, capacity etc.)		Cause of Damage	
Dirt road eroded and washed out. Repair in kind.		FA	<input type="checkbox"/> Quantity 1520
		CTR	<input checked="" type="checkbox"/> Units SF
		Both	<input type="checkbox"/> % Complete 0
1(f)	Embankment	37.640518 -121.911651	50' L x 15' W x 6' D
Method of Repair (change in design, materials, size, capacity etc.)		Cause of Damage	
Road embankment eroded and washed out. Repair in kind		FA	<input type="checkbox"/> Quantity 166.6667
		CTR	<input checked="" type="checkbox"/> Units CY
		Both	<input type="checkbox"/> % Complete 0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
Method of Repair (change in design, materials, size, capacity etc.)		Cause of Damage	
		FA	<input type="checkbox"/> Quantity
		CTR	<input type="checkbox"/> Units
		Both	<input type="checkbox"/> % Complete
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
Method of Repair (change in design, materials, size, capacity etc.)		Cause of Damage	
		FA	<input type="checkbox"/> Quantity
		CTR	<input type="checkbox"/> Units
		Both	<input type="checkbox"/> % Complete
Component Types: 1 - Engineered Beach 2 - Dune Planting 3 - Sand Fence 4 - Post Rope Fencing		Cause of Damage: 1 - Storm Surge 2 - Wind Driven Wave Action	

Applicant Representative Initials: _____

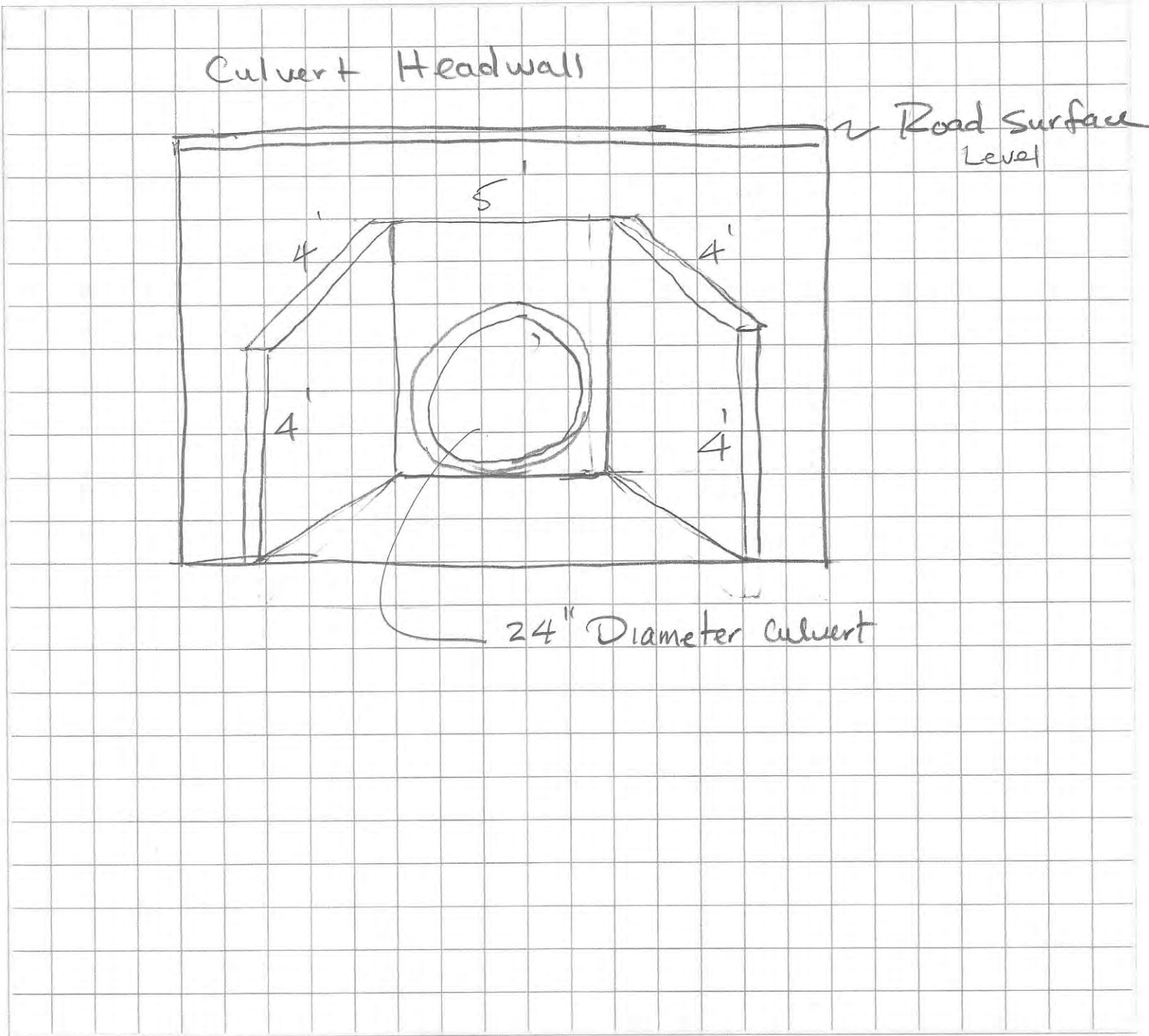
Recipient Authorized Representative Initials (if applicable): _____

For FEMA Use Only

Category G

Work Order # (if applicable): _____ Damage # _____

SKETCH: (Click grid to upload an image):



NOTES:

Applicant Representative Initials: _____

Page 4 of 6

Recipient Authorized Representative Initials (if applicable): _____

NOTE FOR SITE INSPECTOR: Please ask the Applicant representative the following questions. Although the PDMG may have already asked some of these questions, the Applicant representative at the site inspection may have additional information. Use the Additional Notes section to record any additional explanation.

Mitigation Considerations

FEMA Public Assistance encourages protection of disaster-damaged facilities by providing assistance for cost-effective hazard mitigation measures that reduce or eliminate the risk of similar damage from happening again in a future event. For each question, elaborate on the answer in the space provided for comments.

<p>1. Identify the specific cause of damage.</p> <p>Cause of damage was heavy rain and surface water runoff. Culvert headwall and outfalls eroded, culvert clogged with debris and sediment and pedestrian dirt road eroded and washed out</p>	<p>2. Does the Applicant plan to perform additional work to protect damaged facilities against similar damage in a future event? Explain.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
<p>3. Will the Applicant provide a proposal for hazard mitigation work?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>	<p>4. Would the Applicant like FEMA to prepare a proposal for hazard mitigation work?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>

Insurance Considerations

FEMA is legally prohibited from duplicating benefits from other sources and will reduce eligible costs by the amount of insurance proceeds received.

<p>1. Does the damaged facility have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles)?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
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Environmental & Historic Preservation Considerations

FEMA is required to ensure that work complies with applicable environmental and historic preservations laws, regulations, and executive orders.

<p>1. Is the damaged facility(ies) located within a floodplain or a coastal high hazard area and/or does it have an impact on a floodplain or wetland? Can the project site be impacted by flooding? Will work occur within 200 feet of a waterway/waterbody?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p> <p>Question 1 - No, See FIRMETTE Question 2 - Yes, Recent storm had impact on site Question 3 - No</p>	<p>2. Is the damaged facility located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
--	--

3. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint – including depth of footprint, material, location, capacity, use or function), including construction of an access road, establishing a staging area, or other work outside of the constructed right-of-way? If yes, describe changes or work outside of the constructed right-of-way. Provide detailed justification for the change (e.g. codes and standards).

- Yes
- No
- Unsure

Comments:

4. Is the damaged facility(ies) listed on a local/state/national historic register or is it a locally recognized landmark? Is it older than 45 years? (Provide the age of the facility) Are there more, similar buildings near the site?

- Yes
- No
- Unsure

Comments:

5. Are there any large, undeveloped or undisturbed areas on, or near, the project site? (Select "yes" if there are large tracts of forestland, grassland, or naturally preserved areas, etc.)

- Yes
- No
- Unsure

Comments:

6. Are there any hazardous materials at or adjacent to the damaged facility?

- Yes
- No
- Unsure

Comments:

7. Are there any other environmental or controversial issues associated with the damaged facility and/or work item? (select yes if facility is a road maintained by a Tribal Government or if the project necessitates the establishment of a new borrow area or the horizontal expansion of an existing borrow area.)

- Yes
- No
- Unsure

Comments:

8. Are there any known endangered species in the work area?

- Yes
- No
- Unsure

Comments:

California whipsnake, Salamander, and Red Legged Frog

Additional Notes / Comments:

SITE INSPECTION REPORT

CATEGORY G – PARKS, RECREATION, CEMETERY, OTHER

Applicant Pleasanton, City of	PA ID # 001-57792-00	Applicant Representative Adam Nelkie	Applicant Representative Title Interim Dir of Engineering
Site Inspection Date 15 Aug 2023		Site Inspector Name Joshua Adekanbi / Daisy Martin	
Work Order # 89831		Damage # 1328844	
Facility: <input checked="" type="checkbox"/> Park <input type="checkbox"/> Cemetery <input type="checkbox"/> Athletic Field <input type="checkbox"/> Marina <input type="checkbox"/> Other (Specify):			
GPS Latitude 37.641378		GPS Longitude -121.909749	
Physical Location (Address of Damage Site) Valley View Trail Pleasanton, CA 94566	Date Damaged Dec 31, Jan 4-13, 2023	Age of Facility <input type="checkbox"/> Exact <input checked="" type="checkbox"/> Approximate Year Built: 1990	Legal Responsibility <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Facility Description: (Pre-disaster design, function, capacity, dimensions, and footprint) Facility Description Only</p> <p>The underground culvert was installed to safely move water from the culvert inlet entrance and discharge at the outlet. Heavy rain and surface water runoff eroded culvert inlet and outlet headwalls, embankment, and clogged the culvert with debris and sediment.</p>			

Applicant Representative Signature: _____

Recipient Authorized Representative Signature (if applicable): _____

Facility Component Damages				
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(a)	Augustin Bernal Trail Creek Crossing - Eroded Culvert 3	37.641378 -121.909749	35' L x 24" Diameter x 6' Deep	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Heavy rain and flooding eroded and clogged culvert with sediment			Heavy rain and surface water flooding	
Unclogged culvert and remove sediment. Repair in kind.			FA	<input type="text"/>
			Quantity	4.0689
			CTR	<input checked="" type="checkbox"/>
			Units	CY
			Both	<input type="text"/>
			% Complete	0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(b)	Culvert Inlet Headwall	37.641378 -121.909749	Headwall: 6' L x 4' W Wingwalls: 5' L x 4' W (2)	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Inlet headwall eroded. Repair in kind			Heavy rain and surface water flooding	
			FA	<input type="text"/>
			Quantity	1
			CTR	<input checked="" type="checkbox"/>
			Units	EA
			Both	<input type="text"/>
			% Complete	0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(c)	Culvert Outlet Headwall	37.641378 -121.909749	10' L x 9' W x 3' D	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Outlet headwall eroded. Repair in kind.			Heavy rain and surface water flooding	
			FA	<input type="text"/>
			Quantity	10
			CTR	<input checked="" type="checkbox"/>
			Units	CY
			Both	<input type="text"/>
			% Complete	0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(d)	Rip Rap	37.641378 -121.909749	10' L x 8 W x 2' D	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Rip rap stones eroded, displaced, and washed out. Repair in kind.			Heavy rain and surface water flooding	
			FA	<input type="text"/>
			Quantity	5.9359
			CTR	<input checked="" type="checkbox"/>
			Units	CY
			Both	<input type="text"/>
			% Complete	0
Component Types: 1-Park Equipment 2-Park Building 3-Playground Equipment 4-Fencing 5-Parking Lot 6-Lighting 7-Bleachers 8-Bench 9-Signage 10-Pavilion 11-Table 12-Athletic Field 13-Trash Can 14-Water Fountain 15-Dock 16-Pier 17-Pool 18-Deck 19-Boat Ramp 20-Furniture 21-Athletic Equipment 22-Statue 23-Headstone 24-Grave Marker 25-Mausoleum 26-Driveway 27-Covered Shelter 28-Other (Specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5- Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other	

Applicant Representative Initials: _____

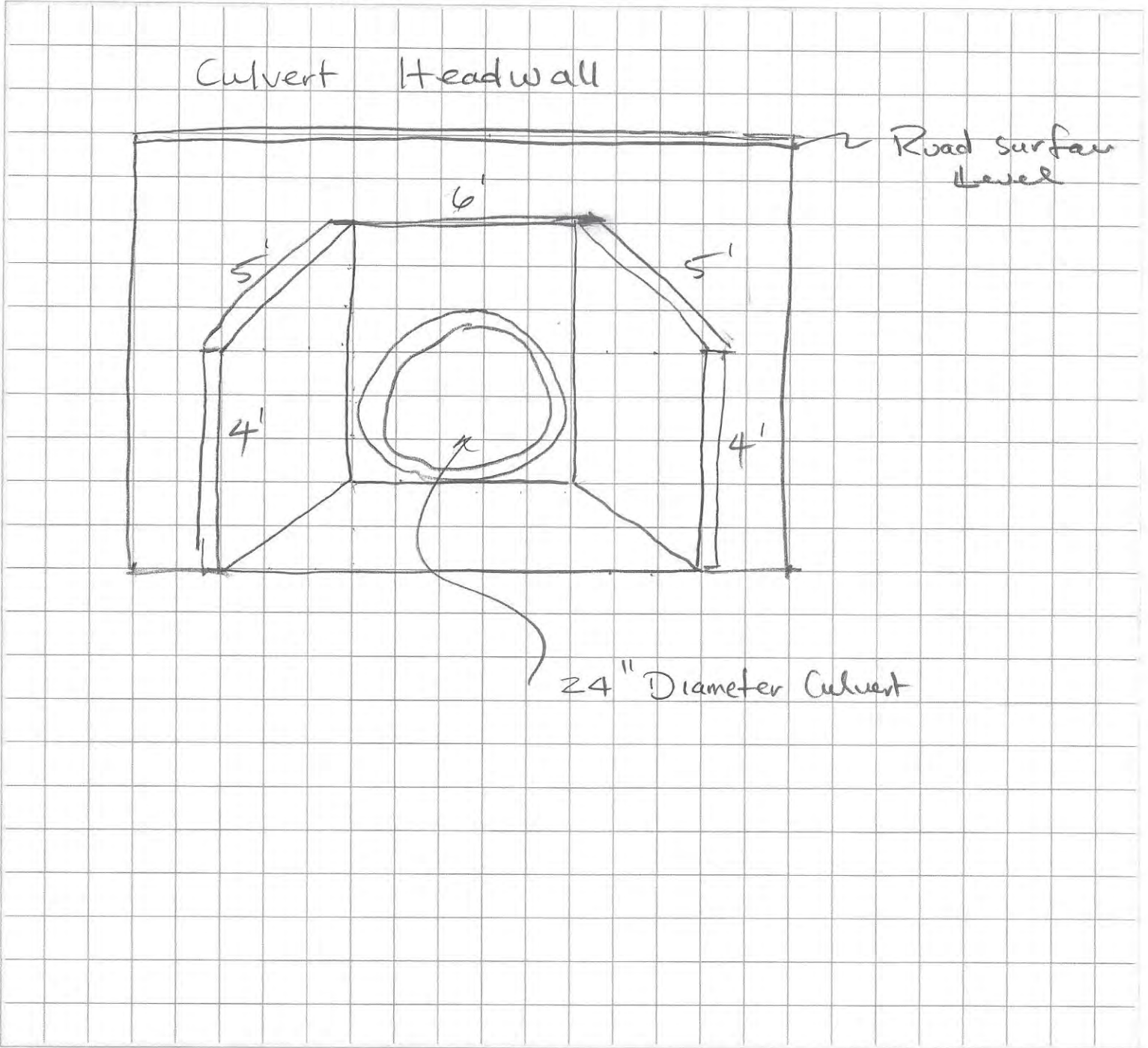
Recipient Authorized Representative Initials (if applicable): _____

Facility Component Damages			
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1(e)	Embankment	37.641378 -121.909749	48' L x 10' W x 6' D
Method of Repair (change in design, materials, size, capacity etc.)		Cause of Damage Heavy rain and surface water flooding	
Road embankment eroded and washed out. Repair in kind		FA <input type="checkbox"/>	Quantity 53.3333
		CTR <input checked="" type="checkbox"/>	Units CY
		Both <input type="checkbox"/>	% Complete 0
1(f)	Debris Pile	37.641378 -121.909749	25' L x 10' W x 4' D
Method of Repair (change in design, materials, size, capacity etc.)		Cause of Damage Heavy rain and surface water flooding	
Haul off and dispose debris.		FA <input type="checkbox"/>	Quantity 37.0370
		CTR <input checked="" type="checkbox"/>	Units CY
		Both <input type="checkbox"/>	% Complete 0
Method of Repair (change in design, materials, size, capacity etc.)		Cause of Damage Heavy rain and surface water flooding	
		FA <input type="checkbox"/>	Quantity
		CTR <input type="checkbox"/>	Units
		Both <input type="checkbox"/>	% Complete
Method of Repair (change in design, materials, size, capacity etc.)		Cause of Damage	
		FA <input type="checkbox"/>	Quantity
		CTR <input type="checkbox"/>	Units
		Both <input type="checkbox"/>	% Complete
Component Types: 1 - Engineered Beach 2 - Dune Planting 3 - Sand Fence 4 - Post Rope Fencing		Cause of Damage: 1 - Storm Surge 2 - Wind Driven Wave Action	

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

SKETCH: (Click grid to upload an image):



NOTES:

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

NOTE FOR SITE INSPECTOR: Please ask the Applicant representative the following questions. Although the PDMG may have already asked some of these questions, the Applicant representative at the site inspection may have additional information. Use the Additional Notes section to record any additional explanation.

Mitigation Considerations

FEMA Public Assistance encourages protection of disaster-damaged facilities by providing assistance for cost-effective hazard mitigation measures that reduce or eliminate the risk of similar damage from happening again in a future event. For each question, elaborate on the answer in the space provided for comments.

<p>1. Identify the specific cause of damage.</p> <p>Heavy rain and surface water runoff damaged the culvert inlet and outlet headwalls, eroded trail embankment, and clogged the culvert with debris and sediment.</p>	<p>2. Does the Applicant plan to perform additional work to protect damaged facilities against similar damage in a future event? Explain.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
<p>3. Will the Applicant provide a proposal for hazard mitigation work?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>	<p>4. Would the Applicant like FEMA to prepare a proposal for hazard mitigation work?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>

Insurance Considerations

FEMA is legally prohibited from duplicating benefits from other sources and will reduce eligible costs by the amount of insurance proceeds received.

<p>1. Does the damaged facility have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles)?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
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Environmental & Historic Preservation Considerations

FEMA is required to ensure that work complies with applicable environmental and historic preservations laws, regulations, and executive orders.

<p>1. Is the damaged facility(ies) located within a floodplain or a coastal high hazard area and/or does it have an impact on a floodplain or wetland? Can the project site be impacted by flooding? Will work occur within 200 feet of a waterway/waterbody?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p> <p>Question 1 - No, See FIRMETTE Question 2 - Yes, latest storm impact site Question 3 - No, not within 200 ft of warterway</p>	<p>2. Is the damaged facility located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
---	--

3. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint – including depth of footprint, material, location, capacity, use or function), including construction of an access road, establishing a staging area, or other work outside of the constructed right-of-way? If yes, describe changes or work outside of the constructed right-of-way. Provide detailed justification for the change (e.g. codes and standards).

- Yes
- No
- Unsure

Comments:

4. Is the damaged facility(ies) listed on a local/state/national historic register or is it a locally recognized landmark? Is it older than 45 years? (Provide the age of the facility) Are there more, similar buildings near the site?

- Yes
- No
- Unsure

Comments:

5. Are there any large, undeveloped or undisturbed areas on, or near, the project site? (Select "yes" if there are large tracts of forestland, grassland, or naturally preserved areas, etc.)

- Yes
- No
- Unsure

Comments:

6. Are there any hazardous materials at or adjacent to the damaged facility?

- Yes
- No
- Unsure

Comments:

7. Are there any other environmental or controversial issues associated with the damaged facility and/or work item? (select yes if facility is a road maintained by a Tribal Government or if the project necessitates the establishment of a new borrow area or the horizontal expansion of an existing borrow area.)

- Yes
- No
- Unsure

Comments:

8. Are there any known endangered species in the work area?

- Yes
- No
- Unsure

Comments:

California whipsnake, Salamander, and Red Legged Frog

Additional Notes / Comments:

SITE INSPECTION REPORT

CATEGORY G – PARKS, RECREATION, CEMETERY, OTHER

Applicant Pleasanton, City of	PA ID # 001-57792-00	Applicant Representative Adam Nelkie	Applicant Representative Title Interim Dir of Engineering
Site Inspection Date 15 Aug 2023		Site Inspector Name Joshua Adekanbi / Daisy Martin	
Work Order # 89831		Damage # 1330546	
Facility: <input checked="" type="checkbox"/> Park <input type="checkbox"/> Cemetery <input type="checkbox"/> Athletic Field <input type="checkbox"/> Marina <input type="checkbox"/> Other (Specify):			
GPS Latitude 37.637469		GPS Longitude -121.911315	
Physical Location (Address of Damage Site) 8200 Golden Eagle Way Pleasanton, CA 94566	Date Damaged Dec 31, Jan 4-13, 2023	Age of Facility <input type="checkbox"/> Exact <input checked="" type="checkbox"/> Approximate Year Built: 1990	Legal Responsibility <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Facility Description: (Pre-disaster design, function, capacity, dimensions, and footprint)
Facility Description Only

Access trail along Augustine Bernal Park. The park is a 237-acre park in the hills, southwest of Pleasanton, California. Heavy rain and surface water flooding from recent storm caused erosion to both roads and road embankment on several sections along the trail.

Applicant Representative Signature: _____

Recipient Authorized Representative Signature (if applicable): _____

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1(a)	Embankment	37.637469 -121.911315	30' L x 2' W x 8' D	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Heavy rain and surface water flooding
Embankment eroded. Backfill with natural soil, compact, reshape and stabilize. Repair in kind.			FA	<input type="text"/> Quantity 26.7
			CTR	<input checked="" type="checkbox"/> Units CY
			Both	<input type="text"/> % Complete 0
1(b)	Hydroseeding	37.637469 -121.911315	200' L x 30' W	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Heavy rain and surface water flooding
Hydroseed eroded embankment slope. Plant native plants to stabilize slide. Repair in kind.			FA	<input type="text"/> Quantity 6,000
			CTR	<input checked="" type="checkbox"/> Units SF
			Both	<input type="text"/> % Complete 0
1(c)	Retaining Wall	37.637469 -121.911315	80' L x 6' H	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Heavy rain and surface water flooding
Retaining wall eroded, posts removed, and washed out. Construct pile and lagging wall, 2 feet from road shoulder. Repair in kind.			FA	<input type="text"/> Quantity 480
			CTR	<input checked="" type="checkbox"/> Units SF
			Both	<input type="text"/> % Complete 0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Heavy rain and surface water flooding
_____			FA	<input type="text"/> Quantity
			CTR	<input type="text"/> Units
			Both	<input type="text"/> % Complete
Component Types: 1-Park Equipment 2-Park Building 3-Playground Equipment 4-Fencing 5-Parking Lot 6-Lighting 7-Bleachers 8-Bench 9-Signage 10-Pavilion 11-Table 12-Athletic Field 13-Trash Can 14-Water Fountain 15-Dock 16-Pier 17-Pool 18-Deck 19-Boat Ramp 20-Furniture 21-Athletic Equipment 22-Statue 23-Headstone 24-Grave Marker 25-Mausoleum 26-Driveway 27-Covered Shelter 28-Other (Specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other	

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

NOTE FOR SITE INSPECTOR: Please ask the Applicant representative the following questions. Although the PDMG may have already asked some of these questions, the Applicant representative at the site inspection may have additional information. Use the Additional Notes section to record any additional explanation.

Mitigation Considerations

FEMA Public Assistance encourages protection of disaster-damaged facilities by providing assistance for cost-effective hazard mitigation measures that reduce or eliminate the risk of similar damage from happening again in a future event. For each question, elaborate on the answer in the space provided for comments.

<p>1. Identify the specific cause of damage.</p> <p>Heavy rainfall and surface water flooding eroded the embankment and retaining wall.</p>	<p>2. Does the Applicant plan to perform additional work to protect damaged facilities against similar damage in a future event? Explain.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
<p>3. Will the Applicant provide a proposal for hazard mitigation work?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>	<p>4. Would the Applicant like FEMA to prepare a proposal for hazard mitigation work?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>

Insurance Considerations

FEMA is legally prohibited from duplicating benefits from other sources and will reduce eligible costs by the amount of insurance proceeds received.

<p>1. Does the damaged facility have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles)?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
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Environmental & Historic Preservation Considerations

FEMA is required to ensure that work complies with applicable environmental and historic preservations laws, regulations, and executive orders.

<p>1. Is the damaged facility(ies) located within a floodplain or a coastal high hazard area and/or does it have an impact on a floodplain or wetland? Can the project site be impacted by flooding? Will work occur within 200 feet of a waterway/waterbody?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>	<p>2. Is the damaged facility located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
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3. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint – including depth of footprint, material, location, capacity, use or function), including construction of an access road, establishing a staging area, or other work outside of the constructed right-of-way? If yes, describe changes or work outside of the constructed right-of-way. Provide detailed justification for the change (e.g. codes and standards).

- Yes
- No
- Unsure

Comments:

4. Is the damaged facility(ies) listed on a local/state/national historic register or is it a locally recognized landmark? Is it older than 45 years? (Provide the age of the facility) Are there more, similar buildings near the site?

- Yes
- No
- Unsure

Comments:

5. Are there any large, undeveloped or undisturbed areas on, or near, the project site? (Select "yes" if there are large tracts of forestland, grassland, or naturally preserved areas, etc.)

- Yes
- No
- Unsure

Comments:

6. Are there any hazardous materials at or adjacent to the damaged facility?

- Yes
- No
- Unsure

Comments:

7. Are there any other environmental or controversial issues associated with the damaged facility and/or work item? (select yes if facility is a road maintained by a Tribal Government or if the project necessitates the establishment of a new borrow area or the horizontal expansion of an existing borrow area.)

- Yes
- No
- Unsure

Comments:

8. Are there any known endangered species in the work area?

- Yes
- No
- Unsure

Comments:

California whipsnake, Salamander, and Red Legged Frog

Additional Notes / Comments: