



**REQUEST FOR
PROPOSALS FOR
ENGINEERING DESIGN
SERVICES FOR
ADA SELF EVALUATION AND TRANSITION PLAN**

Date Released: November 18, 2025

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

Proposals are due no later than 2 p.m. December 17, 2025

REQUEST FOR PROPOSALS
ADA SELF EVALUATION AND TRANSITION PLAN
December 2025

Table of Contents

INTRODUCTION AND PROJECT DESCRIPTION	2
SCOPE OF SERVICES AND CITY’S RESPONSIBILITY	3
QUALIFICATIONS AND INSURANCE REQUIREMENTS	
APPENDIX A – PROPOSAL REQUIREMENTS	6
APPENDIX B – PROPOSAL EVALUATION	
APPENDIX C – RFQ & PROJECT SCHEDULE	
ATTACHMENT 1	
ATTACHMENT 2	
ATTACHMENT 3	

Introduction

The City of Pleasanton is requesting proposals (RFP) from qualified firms to provide professional services for the update of its comprehensive ADA Self-Evaluation and Transition Plan (2002) and its City Sidewalk and Ramp Assessment Survey and Report (2009). The updates are intended to revise the City’s ADA Self-Evaluation and Transition Plan and Inventory report against current ADA standards for City programs, facilities, parks, parking lots, streets, intersections and sidewalks. This Request for Proposals (RFP) seeks to secure the most qualified consultant to perform field investigations within the City right-of-way and of City facilities, evaluate City policies and programs, and prepare an ADA Transition Plan to identify obstacles limiting accessibility, describe methods to improve accessibility, and specify a schedule for achieving ADA compliance.

Project Description

Public rights-of-way and facilities are required to be accessible to persons with disabilities pursuant to the following statutes: Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. §794) and Title II of the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12131-12164). The laws work together to achieve this goal. These statutes prohibit public agencies from discriminating against persons with disabilities by excluding them from services, programs, or activities. The City of Pleasanton is required to have an ADA Transition Plan that will:

- Identify existing obstacles limiting accessibility
- Describe steps that are to be taken to ensure that facilities within the public right-of-way are made accessible to all individuals
- Specify a schedule for achieving compliance
- Identify the official who will be responsible for implementation of the plan
- Develop policy recommendations to assist the City in reaching the proposed ADA compliance goals and promoting a culture of access equality.

The update to the ADA Self-Evaluation and Transition Plan will provide recommendations for complying with accessibility requirements as mandated by the ADA and State of California Access Codes. It will also provide the basis for prioritizing, budgeting, implementing and monitoring barrier removal.

Scope of Services

The City has prepared an outline of services that includes a site and program accessibility self-evaluation which will provide the basis for identifying, prioritizing, budgeting and implementing plans to assist the City in its efforts to comply with the accessibility requirements of the ADA and California Access Codes. The chosen firm will use this data to develop a written Transition Plan that provides a methodical, budget-sensitive timeline for correction of deficiencies. Findings will be compared with the ADA Accessibility Guidelines (ADAAG) and California Access Codes to determine compliance with State and Federal accessibility standards. The detailed Scope of Services is included in Appendix A: PROPOSAL REQUIREMENTS

CITY'S Responsibilities

City shall furnish such information as is reasonably required for the Project and requested in writing by the consultant. See Attachment 2 for available information.

The City will provide in the attachments, past reports, surveys, recent facility upgrades, and studies; that will assist proposing consultants in assessing the city's most current conditions.

The City will also provide record drawings and existing GIS Data layers as a starting point for the Consultant to recommend additional information layers that will coordinate with required data in the new ADA transition plan format.

City shall provide prompt notice to the consultant if City becomes aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in the Consultant's work.

Additional Questions on Scope

Any additional questions regarding this RFP may be sent to:

gparco@cityofpleasantonca.gov

Questions must be submitted by 2:00 p.m. on Tuesday, December 9, 2025. Question submitted after this deadline will not be responded to.

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

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

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

Qualifications

The consultant team must demonstrate expertise and relevant experience, specific qualifications, and technical expertise in delivering like projects for agencies similar to the City of Pleasanton. The consultant team to conduct requested scope of services must provide a current list of references for their firm and key project team members.

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.

Required Minimum Licenses:

1. All work shall be performed under the supervision of a licensed Professional Civil Engineer (PE) or Registered Architect (RA).
2. The ADA Transition Plan Report shall be prepared and signed by a Certified Access Specialist (CAsp expert), certified by the California Division of State Architect; currently qualified to inspect constructed facilities and issue certificates of inspection.
3. The successful consultant will be required to obtain a City of Pleasanton Business License.

Proposal Format

The applicants shall follow the format requested below and present the information in the order listed. All requested information must be provided in the proposal document. Do not provide links to documents on websites or shared folders.

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

prior to 2 p.m. PST, Wednesday, December 17, 2025.

Proposals shall be submitted in a sealed package clearly marked:

"RFP - ENGINEERING DESIGN SERVICES FOR ADA SELF EVALUATION
AND TRANSITION PLAN"

Proposals shall contain the following information in the order listed:

APPENDIX A – PROPOSAL REQUIREMENTS

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

The Proposal shall be limited to twenty-five (25) one-sided pages (8-1/2 inches X 11 inches), inclusive of resumes, graphics, forms, pictures, photographs, dividers, table of content, front and back covers, cover letter, etc. Front protective cover and cost proposal will not count toward the 25 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.

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 seven (7) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager

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

4. Organization and Approach:

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of 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:

The following is a general description of the tasks necessary for completion of the plan update. Consultants are expected to submit a detailed work plan that includes more specific components and an implementation phasing plan.

Task 1: Research and Investigation of City Policies

This task will include review of all current city policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, grievance procedures and emergency procedures. The Consultant shall review and evaluate current City policies, programs (including but not limited to recreation programs), and practices in order to identify issues which may be discriminatory to people with disabilities.

Task 1 Deliverables:

Consultant shall prepare a report focusing on the following:

1. List of current city policy documents reviewed and evaluated,
2. Present findings of the review based on the criteria listed above,
3. Provide recommendations for corrective measures for policies in question
4. Provide a schedule of implementation of corrective measures

Task 2: Compliance Evaluation and Reports

The consultant shall conduct field surveys of City operated **facilities, parks, buildings, and parking lots** that provide programs, services, or activities to the public. These surveys will be used to identify barriers based on the current State Title 24 Building Standards Code and the Federal ADA Accessibility Guidelines. Following the surveys, the consultant shall prepare a Facilities Report that details each item found to be non-compliant.

Task 2 Deliverables:

Consultant shall prepare a comprehensive Facilities Report that:

1. Include a list of items surveyed from city facilities (See Attachment 3)
2. Details each item found to be noncompliant for each **facility, park, building, and parking lot** included in the survey, based on State Title 24 Building Standards Code and the Federal ADA Accessibility Guidelines.

***Delivery of this item 2 shall be first order of work.**

3. Provide recommendations for corrective measures
4. Provide recommended schedule for implementation

Task 3: City Sidewalk and Ramp Assessment Survey and Report

The consultant shall review the current City Sidewalk and Ramp Assessment document (2009) and other related document updates and conduct a new City Sidewalk and Ramp Assessment Survey to prepare a new City Sidewalk and Ramp Assessment Report with updated GIS layers that coordinate with the survey data generated by the updated report.

This report will provide updated data for the section for public sidewalk/curb ramp barriers in the comprehensive ADA Self-Evaluation and Transition Plan.

Task 3 Deliverables:

The following are the minimum required deliverables for the updated Sidewalk & Ramp Assessment Survey Report:

- The Report shall include but not limited to the following components:

- An implementation phasing plan & schedule
- Methodology for evaluation of sidewalk and ramp barriers
- Methodology for prioritization of sidewalk and ramp barrier remediation
 - Estimated costs for Sidewalk & Ramp barrier remediation
- Perform a comprehensive citywide survey of existing sidewalks and accessibility ramps within city limits.
- The report to show the results of the surveys (Reference Attachment 2e,

- the 2009 ADA Transition Plan document plus updates)
- Updated GIS layers corresponding to required survey data, in compliance with the accessibility requirements of the ADA and California Access Codes.

Task 4: ADA Self-Evaluation and Transition Plan

The consultant shall review the City's existing (2008) ADA Transition Plan and all existing updates, review The City's past ADA related documents, reports and maps, review the City's previously performed sidewalk assessment (2009), review other relevant background documentation, and conduct meeting(s) with City staff as needed. The consultant shall develop the comprehensive ADA Self-Evaluation and Transition Plan report document for the City of Pleasanton based on the results of the investigations and surveys, policy review and City staff guidance, and industry's best practices that meet the minimum requirements for an ADA transition plan in the State of California. Consultant shall assume a minimum of 6 workshops with City Staff for development and disclosure of the new Plan.

Task 4 Deliverables:

Consultant shall prepare an updated ADA Self Evaluation and Transition Plan report with the following minimum elements:

1. Provide a comprehensive list of all items reviewed under this task
2. Summaries of findings of all reviewed items
3. Summaries of all 6 conducted meetings and workshops
4. Prepare an updated & comprehensive ADA Self-Evaluation and Transition Plan that incorporates the industry's latest best practices and meets the minimum requirements for an ADA transition plan in the State of California:

The Plan shall include, but is not limited to, the following components:

- Methodology for evaluation of barriers
- Methodology for prioritization of barrier remediation
- List of barrier remediation for facilities, buildings and parking lots
 - Estimated costs for barrier remediation
 - Implementation phasing schedule
- Section on public sidewalk/curb ramp barrier remediation (based on the updated Sidewalk & Ramp Assessment Report (Task 3)), which includes an implementation phasing plan
 - Review of city reports, surveys and records of city facilities and public assets
 - Procedures and forms for monitoring implementation
 - Procedures and forms for performing evaluations of additional barriers
 - Procedures and forms for filing Requests for Accommodation, addressing grievances and assignment of responsibilities for repair/replacement.
 - Tools and resources for the City's use in barrier remediation
 - Develop a policy for the removal and replacement of ADA ramps and sidewalks

- The ADA Transition Plan shall be signed by a responsible individual with a certified access specialist (CAsp) certification.

Task 5: City requested optional services:

The consultant may be requested to perform expanded scopes for tasks described above. For example, accessibility survey of additional city owned facilities not listed in attachment 3.

Task 5 Deliverables:

To be determined (TBD).

6. Schedule of Work:

City needs an updated ADA Transition Plan by March of 2027. See Appendix C for project schedule of dates. This Project plans to be completed within 13 months of the awarding of the contract. (Completion target date is March 15, 2027).

Consultant shall prepare a Schedule of Work, with milestones that comply with the above statement and the described Tasks 1 through 4.

Note: Task 2, Item 2 deliverable shall be the first order of work and a priority for the City.

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. 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 ten (10) calendar days of the agreed cost-schedule finalization and City council award of contract.

11. Insurance Requirements:

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

12. Cost Proposal:

The consultant shall provide a Cost Proposal sealed in a separate envelope, only to be opened if selected as the top applicant.

The consultant shall prepare a detailed Cost Proposal including a master rate schedule and subconsultant rate sheets, with standard hourly rates for each anticipated staff member or classification and each sub-consultant required to provide services during all phases.

In order to assure that the City of Pleasanton is able to acquire professional services consistent with 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.**

The cost proposal is confidential and will remain sealed until all proposals have been reviewed, and the most qualified consultant/s has been selected. Only the 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.

Exceptions to this evaluation of qualifications:

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

The RFP shall include a statement that the proposing consultant has read the City's Standard Professional Services Agreement and will enter into such agreement if the consultant is selected.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process:

All proposals will be evaluated by the 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 the Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of the Proposing Consultant.

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 possible score for any proposal 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	30
3	Organization & Approach	15
4	Scope of Services to be Provided	40
5	Schedule of Work	5
6	Conflict of Interest Statement	Pass/Fail
7	References	10
	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 (30 points):

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct requested scope of services, providing current list of references for the firm and key project team members.

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 the need to assist City of Pleasanton during the project.

4. Scope of Services to be Provided (40 points):

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all types of work needed on the project.
 - 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 the 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.
- d. Ability to meet master project 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.
- d. Discloses any staffing or company relationship with staff or City employee that may have any involvement or benefit to the outcome of the contract.

7. References (10 points):

- a. Provide as reference, the name of at least three (3) agencies you currently or have previously consulted for in the past three (5) years on similar projects.

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		30	
3	Organization & Approach		15	
4	Scope of Services to be Provided		40	
5	Schedule of Work		5	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	References		10	
Total:			100	

APPENDIX C – RFP & PROJECT SCHEDULE

Project Schedule:

The anticipated RFP and project duration schedule is as follows, consultant shall provide schedule based on consultant's approach:

Advertise Release Date:	November 18, 2025
Last Date of Questions to be submitted:	December 9, 2025
RFP Proposals Due (Wednesday 2:00pm)	December 17, 2025
RFP review and evaluation:	December 18, 2025 – January 6, 2026
Oral Interviews if needed:	January 8-9, 2026
Consultant selection date:	January 12, 2026
Scope & Cost Negotiation with first-ranked	January 13 - 16, 2026
City Council Award Contract:	February 3, 2026
Contract Award and Notice to Proceed:	February 24, 2026
Project Begins	March 3, 2026
Complete Project	March 2027

Contract Estimated Period: **February 3, 2026, to March 15, 2027**

Attachment 1 – Fee Proposal Form

Consultant Name:

Component	Fee
Task 1: Research and Investigation Reports	
Task 2: Compliance Evaluation Report	
Task 3: City Sidewalk and Ramp Assessment Survey and Report	
Task 4: ADA Self-Evaluation and Transition Plan	
[Task 1 through 4] = Sub-Total	
Task 5: City Requested Optional Services (Potential additional city facility assessment) [5% City allowance]	
Total	

Attachment 2 – City’s list of previous related reports, studies, and maps

Attachment 2a: [2019_WTG_study ADA Title II programs.pdf](#)

Attachment 2b: [2016_ATI_study ADA Ken Mercer Park.pdf](#)

Attachment 2c: [2018_ADA and Encroachment Issues in the Downtown Area.pdf](#)

Attachment 2d: [2021_Dahlin_Library ADA review.pdf](#)

Attachment 2e: [2009_update_ADA Transition Plan_curb ramps list.pdf](#)

Attachment 2f: [2009_ADA_Zone Map - City of Pleasanton.pdf](#)

Attachment 3 – List of City Facilities to be Included in the Project

Facilities/Buildings

Building Name	Address Location	Building / Structure Type	Gross Area SF	Public Rest room count	Kitchen or Break room	Key Public Facility	Year Built	Last Renovated or Surveyed
Pleasanton Downtown Association	333 Division Street	Building	1,812	Y	BR	N	1930	2002
Amador Park Restroom	4301 Black Ave.	Building	295	Y	N	N	1987	2002
Amador Recreation Center	4301 Black Ave.	Building	2,015	Y	N	Y	1970	2002
Augustin Bernal Park RR	8200 Golden Eagle Way	Building	135	Y	N	N	1993	1993
Aviso Adobe Building	3465 Old Foothill Rd	Historical	1,895	N	N	N	1845	1845
Aviso Adobe Bunkhouse Building	3465 Old Foothill Rd	Building	515	Y	N	N	2008	2008
Aviso Adobe Milking Barn Building	3465 Old Foothill Rd	Building	2,970	N	N	N	2008	2008
Bandstand at Lions Wayside Park	4401 First Street	Structure	1,020	N	N	N	2025	2025
Bernal Community Park RR 1	7001 Pleasanton Rd.	Building	1,089	Y	N	N	2007	2007
Bernal Community Park RR 2 (pre-fab)	7001 Pleasanton Rd.	Building	747	Y - 2	N	N	2015	2015
Central Services & Const. Insp. Annex	157 Main Street	Building	14,000	Y - 2	N	N	1955	2002
Century House	2401 Santa Rita Rd.	Historical	2,551	Y-2	K	N	1890	2002
CG Cart Barn	8500 Club House Dr.	Building	4,928	Y-1	N	N	2004	2004
CG Clubhouse &	8500 Club House Dr.	Building	10,141	N	K	Y	2004	2004

Covered Patios								
CG Maintenance Facility	8500 Club House Dr.	Building	5,568	Y-2	N	N	2004	2004
City Hall Office	123 Main Street	Building	7,528	Y-1	BR	Y	1965	2002
Civic Center Bldg. (Council Chambers)	200 Old Bernal Road	Building	14,353	Y-4	BR	Y	1993	2002
Creekside Park RR	5601 W Las Positas	Building	150	Y-2	N	N	2001	2001
Cultural Arts Center	4477 Black Ave.	Building	3,200	Y-1	N	N	1975	2002
Delucci Park RR	4501 First Street	Building	1,095	Y - 2	N	N	2006	2006
Dolores Bengtson Aquatic Center	4455 Black Ave.	Building	5,625	Y - 2	BR	Y	1968	2002
Fire Station 1/HQ	3560 Nevada St.	Building	20,682	Y - 3	K & BR	Y	2002	2002
Fire Station 2	6300 Stoneridge Mall Rd.	Building	12,800	Y - 3	K & BR	N	1985	2002
Fire Station 3	3200 Santa Rita Rd.	Building	8,870	Y - 3	K & BR	N	2023	2023
Fire Station 4	1600 Oak Vista Way	Building	7,576	Y - 3	K & BR	N	2005	2005
Fire Station 5	1200 Machado Pl.	Building	2,536	Y - 3	K & BR	N	1997	2002
Firehouse Arts Center	4444 Railroad Ave.	Building	18,482	Y - 7	BR	Y	2010	2010
Gingerbread Preschool	4333 Black Ave.	Building	6,000	Y - 2	K & BR	N	1970	2002
Golf Course Restroom - Hole 13	8500 Club House Dr.	Building	180	Y - 2	N	N	2004	2004
Golf Course Restroom - Hole 3	8500 Club House Dr.	Building	180	Y - 2	N	N	2004	2004
Ken Mercer Concession 2 (pre-fab)	5800 Parkside Dr.	Building	484	N	N	N	2020	2020
Ken Mercer Maintenance Building	5800 Parkside Dr.	Building	2,800	N	N	N	2004	2016

Ken Mercer RR 2	5800 Parkside Dr.	Building	417	Y - 2	N	N	1984	2016
Ken Mercer RR 3	5800 Parkside Dr.	Building	426	Y - 2	N	N	1991	2016
Ken Mercer RR 4/Concession 3	5800 Parkside Dr.	Building	650	Y - 2	N	N	2013	2016
Ken Mercer RR 5/Concession 4	5800 Parkside Dr.	Building	1,141	Y - 2	N	N	1989	2016
Ken Mercer Softball Scorekeepers Booths (4)	5800 Parkside Dr.	Building	180	N	N	N	2004	2016
Ken Mercer Storage/Scorekeepers Booth (8)	5800 Parkside Dr.	Structure	2,506	N	N	N	1981	2016
Ken Mercer Storage/Teams (3)	5800 Parkside Dr.	Structure	220	N	N	N	1981	2016
Ken Mercer Tower/RR 1/Concession 1	5800 Parkside Dr.	Building	3,631	Y - 2	BR	N	1990	2016
Library	400 Old Bernal Road	Building	30,195	Y - 2	BR	Y	1988	2021
Modular HR (200 OB)	200 Old Bernal Road	Building	2,160	Y - 2	N	N	1998	2002
Modular IT (123 Main)	123 Main Street	Building	2,129	Y - 2	N	N	1996	2002
Muirwood Park RR	4701 Muirwood	Building	220	Y - 2	N	N	1990	2002
Museum on Main	603 Main Street	Historical	4,716	Y - 2	BR	N	1913	2002
Nature House	519 Kottinger Dr.	Building	800	Y - 1	BR	N	1930	2002
OSC Yard - Administration / Lab Building	3333 Busch Road	Building	10,530	Y - 2	BR	Y	1991	2002

OSC Yard - Facilities/Fleet Building	3333 Busch Road	Building	15,820	Y - 2	BR	N	1991	2002
OSC Yard - FD Butler Bldg (Dirty Classroom)	3309 Busch Road	Building	600	Y - 2	N	N	1988	2002
OSC Yard - Fire Training Center	3309 Busch Road	Building	1,889	Y - 2		N	1988	2002
OSC Yard - Parks Building	3333 Busch Road	Building	12,840	Y - 2	K & BR	N	1991	2002
OSC Yard - Sewer Building	3333 Busch Road	Building	12,840	Y - 2	K & BR	N	1991	2002
OSC Yard - Streets Building	3333 Busch Road	Building	12,840	Y - 2	K & BR	N	1991	2002
OSC Yard - Vehicle Service 1 Fuel & Wash Bldg.	3333 Busch Road	Building	1,984	Y - 2	N	N	1991	2002
OSC Yard - Vehicle Service 2 (near Parks)	3333 Busch Road	Building	487	Y - 2	N	N	1991	2002
OSC Yard - Water / SCADA Building	3333 Busch Road	Building	12,840	Y - 2	K & BR	N	1991	2002
PD Station Building	4833 Bernal Ave	Building	20,297	Y - 2	BR	N	1983	2002
Senior Center	5353 Sunol Blvd.	Building	22,159	Y - 7	K-2 & BR-1	Y	1995	2002
Stoneridge Creek Park RR	3200 Stoneridge Creek Way	Building	347	Y - 2	N	N	2013	2013
Tennis and Community Park	5801 Valley Ave.	Building	3,633	Y - 2	BR	Y	1997	2002
The Preserve Trailhead RR	5800 Laurel Creek	Building	56	Y - 2	N	N	2000	2000
Val Vista RR South	7350 Johnson Drive	Building	336	Y - 2	N	N	2001	2001

Val Vista RR/Concession	7350 Johnson Drive	Building	1,064	Y - 2	N	N	2001	2001
Veterans Memorial Building	301 Main Street	Historical	9,025	Y - 2	K & BR	Y	1932	2002
Firehouse Art Center Parking Lot	Spring Street	Parking Lot		n/a	n/a	N		
Civic Center Parking Lot	200 Old Bernal Ave.	Parking Lot		n/a	n/a	N		
Library Parking Lot	400 Old Bernal Ave.	Parking Lot		n/a	n/a	N		
St. Mary Street Parking Lot	420 St. Mary Street	Parking Lot		n/a	n/a	N		
Senior Center Parking Lot	5353 Sunol Blvd.	Parking Lot		n/a	n/a	N		

Facilities

Sidewalks and Curb Ramps

Previous sidewalk assessment has identified 1,850 curb ramps to be added or replaced to upgrade to current ADA Standards.

ATTACHMENT 4 – EXISTING 2002 ADA TRANSITION PLAN

(By Rolf Jensen & Associates, Inc.)

Attachment 4: [2002draft_RJA_ADA_Accessability_Eval.pdf](#)

ATTACHMENT 5 – SAMPLE DESIGN PROFESSIONAL SERVICES AGREEMENT

- | |
|---|
| <ul style="list-style-type: none">☐ Exhibits A & B☐ Certificate(s) of Insurance☐ Professional Liability Insurance☐ W-9 |
|---|

DESIGN PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

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

1. **Consultant's Services.** Consultant shall diligently perform the services described in Exhibit A, Scope of Work, attached and incorporated to the extent consistent with this Agreement.

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

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

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

5. **Compensation.** For the services to be rendered, City shall pay Consultant _____, as described more particularly 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. Total compensation for services and reimbursement for costs shall not exceed _____ 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 reference number _____. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

6. Sufficiency of Consultant's Work.

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

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

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

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

7. Ownership of Work. All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement ("materials") shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential and the materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

8. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

9. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

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

11. **Termination of Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

12. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subconsultants.

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law (including, without limitation, California Civil Code §§ 2782, 2782.6 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless, the City and its officers, agents and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) arising from, or alleged to have arisen from, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, reckless, or willful misconduct of the Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities") in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, cost, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. To the extent that there is an obligation to indemnify under this Section 13, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, reckless or willful misconduct.

Such obligations to defend, hold harmless and indemnify any 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.

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

To Consultant:	To City:
_____	City Manager
_____	City of Pleasanton
_____	123 Main Street, P.O. Box 520
_____	Pleasanton, CA 94566

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

17. Licenses, Certifications, Copyrights and Permits. Prior to the City's execution of this Agreement and prior to the Consultant's engagement in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant represents that its work will not unlawfully infringe any other copyrighted work. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

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

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

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

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

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

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

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

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

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

THIS AGREEMENT is executed on the date first above written.

CITY OF PLEASANTON

Gerry Beaudin, City Manager

ATTEST:

Jocelyn Kwong, City Clerk

Approved as to form:

Daniel G. Sodergren, City Attorney

CONSULTANT

By:

Signature

Print name

Title:

By:

Signature

Print name

Title:

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

Rev. 5/22