



**Request for Qualifications (RFQ)**

**for**

**In-Kind Senior Service Programs  
including Case Management,  
Companionship Visits and  
Foot Care Support**

**Responses must be received by: April 24, 2025, by 2 p.m. PST**

## I. **GENERAL INFORMATION**

### A) **Purpose of this Request for Qualifications**

The City of Pleasanton ("City") is soliciting proposals for a qualified vendor ("Vendor") to administer in-kind senior service programs including case management, companionship visits and foot care support. In consideration for these services, the selected vendor will be granted rent-free use of a 3,162 square foot office space including all utility costs.

### B) **Background**

The City has been receiving the following senior service programs from a vendor to supplement the programs already being offered at the Senior Center:

- Case Management
- Companionship Visits
- Foot Care Support

In exchange for these services the selected vendor will be granted rent free use of a 3,162 square foot office space that includes multiple offices, a kitchen, bathroom, patio area, separate entrance, main gathering area and all utility costs associated with the office space area.

## II. **SCOPE OF WORK**

***The Vendor agrees to provide services commencing July 1,2025:***

### A) **Required Services**

#### **Programs**

- Case Management
  - On-site drop-in case management and crisis intervention
  - Qualified staff on site available to provide immediate resolutions and referrals
- Companionship Visits (may be provided by volunteers of the organization and not staff)
  - Visits via home and telephone calls

- Information and referral provided
- Foot Care Support (may be provided by an outsourced organization)
  - Regular footcare appointments (at least 6 per year)
  - On-site foot health screenings

The City of Pleasanton has determined that the current price per square foot for Class B office space in the city is \$2.34 per square foot. Therefore, the in-kind rate for this office space plus all utilities is \$9,899 per month or \$118,788 per year.

Vendors are required to submit a comprehensive service delivery plan (Attachment 1) that demonstrates the ability to provide the above services not to exceed the equivalent in-kind amount per month. This plan should include, at minimum:

- A detailed staffing model, including the number of staff members and volunteers needed to offer services
- The annual salary compensation for each staff member
- The proposed schedule of service delivery, detailing days and hours of operation
- Projected client service capacity.

### **Additional Services**

Proposal may include additional programs outside the requested scope for additional fees, (Attachment 1). Vendors must provide the above information and the fee per program or service.

## **III. INSURANCE REQUIREMENTS**

The selected Vendor, at Vendor's sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in the sample agreement.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the City as to form and content. The selected Vendor agrees to provide the City with a copy of said policies, certificates, and/or endorsements upon award of contract.

#### IV. **PROJECT OVERSIGHT**

The Recreation Manager will serve as Project Manager and provide oversight for the duration of the agreement.

#### V. **PROJECT SCHEDULE**

The timeline supplied is the City's best estimate and does not represent a binding agreement on behalf of the City.

❖ Request for Qualifications	
Distributed	March 28, 2025
❖ Questions Deadline	April 18, 2025 by 2 p.m.
❖ Response Submittal Deadline	April 25, 2025 by 2 p.m.
❖ Review of Responses	April 28-May 1, 2025
❖ Virtual Interviews (if needed)	May 5-6, 2025
❖ Notification of Selection	May 9, 2025
❖ City Awards Agreement for Services	June 17, 2025
❖ Commencement of Services	July 1, 2025

#### VI. **REQUIRED INFORMATION**

All responses to this RFQ must be made in accordance with these specifications.

Failure to adhere to any specification may result in rejection of your response.

Your response must include satisfactory evidence indicating your ability to meet the Scope of Work detailed in this RFQ.

Responses to the Scope of Work should include sections A-C (optional D) listed below:

**Section A** of your response should be clearly identified as "Vendor Information and Experience," and include the following elements:

- Vendor name, business address, business telephone number, website, and email address
- Name and title of person submitting the response
- A description of your experience with other jurisdictions as it relates to the Scope of Work in this RFQ. List each municipal or special district agency separately. Clearly identify the municipal or special district agency and the length of time you gained this experience (e.g., City of Acme, 1234 Main Street, Acme California (4 years))

- The names, addresses and phone numbers of at least three business-related references. Include a description of the type of work you performed for each reference, and when this work was conducted.

**Section B** of your response should be clearly identified as “Work Plan” and include the following elements:

1. A detailed work plan describing your approach to accomplishing the tasks identified in this RFQ. At a minimum, the Work Plan should include all tasks listed in the Required Services portion of Section II, “Scope of Work.” You should include any steps/tasks not included in the Scope of Work, or in the Additional Services section of the Scope of Work that you think would materially affect the quality of this work
2. What is the mission and values of your organization?
3. A brief history of your organization and why you are qualified to offer these services.

**Section C** of your response should include Attachment 1 – Comprehensive Service Delivery Plan and Attachment 2 – Additional Service Fees.

**Section D (Optional)**

You may provide any material not specifically required as supplemental information.

**VII. SUBMITTAL OF RESPONSE**

1. A single copy of the RFQ response shall be submitted electronically as a PDF to the City Clerk’s email address, below. Only PDF copies shall be accepted.
2. Responses shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Vendor.
3. Emails shall be clearly labeled with the subject “Response for In-Kind Senior Services RFQ”. Submit to:  
[pleasantoncityclerk@cityofpleasantonca.gov](mailto:pleasantoncityclerk@cityofpleasantonca.gov)
4. All proposals must be received by **2 p.m., Thursday, April 24, 2025.**
5. Responses are to be submitted with the following information:
  - a. Name of Vendor
  - b. Vendor’s contact person’s email and phone number
6. Responses received after the hour and date specified above will not be considered.

7. All responses shall be submitted according to the specifications set forth in this RFQ. Failure to adhere to these specifications may be cause for rejection.
8. All requests for clarification for this RFQ must be made in writing. The City will only respond to written questions from organizations/associations who have received this RFQ. The City cannot respond to verbal questions submitted by telephone or in person.
9. All questions relating to this RFQ shall be presented in writing no later than 2 p.m., PST on Thursday, April 17, 2025, to expedite review, process questions and provide responses. Submit questions to:
  - a. Michele Crose, Assistant Director: [mcrose@cityofpleasantonca.gov](mailto:mcrose@cityofpleasantonca.gov)  
cc: Rachel Prater, Recreation Manager: [rprater@cityofpleasantonca.gov](mailto:rprater@cityofpleasantonca.gov)

10. **SELECTION PROCESS AND EVALUATION CRITERIA**

**A. Evaluation Criteria**

The City will act as the sole judge of the content of all responses.

Selection of a vendor will be based upon, but not limited to, the following considerations and criteria:

- Quality and thoroughness of proposal
- Vendor's experience, including the experience of staff to be assigned to the project, with engagements of similar scope and work involving municipalities or other public agencies
- Level of in-kind services
- Vendor's financial stability and length of time in business
- Quality, performance, and effectiveness of goods and/or services to be provided by the Vendor
- Vendor's ability to perform the work within the time specified
- Vendor's prior record of performance with City or others
- Vendor's ability to provide future records, reports, data and/or services
- Vendor's compliance with applicable laws, regulations, policies (including City Council policies), guidelines and orders governing prior or existing contracts performed by the contractor
- Any other considerations deemed pertinent by the City.

**B. Selection/Evaluation Process**

All responses will be evaluated based upon the above criteria by City of Pleasanton staff with final award of contract by the City Manager or City Council. If a qualified vendor is identified, a recommendation to award an

Agreement for Goods/Services or Professional Services will be made to the appropriate authorizing authority. The appropriate authorizing authority will award any Agreement, based on the type of services provided, as a result of this RFQ.

VIII. **MISCELLANEOUS**

The City is not liable for any cost incurred by Vendors prior to issuance of a contract. The City reserves the right to accept all or part of any response, or to cancel in part, or in its entirety, this RFQ. The City further reserves the right to accept the response that it considers to be in the best interests of the City.

The City may, at its sole discretion, reject any or all responses or waive any irregularities without disqualifying the response. The issuance of this Request for Qualifications does not bind the City to award an Agreement for Services described herein.

Responses must be valid for 90 days from the submission deadline, April 24, 2025.

The City reserves the right to expand or diminish the scope of work subject to negotiation notification with the chosen Vendor.

In the event it becomes necessary to revise any part of the RFQ prior to the Vendor's response, an addendum will be provided in writing to all receiving the RFQ from the City.

All responses received in response to this RFQ shall become the property of the City. All responses shall be a matter of public record and shall be regarded as public records except for those parts of each response, which are defined by the Vendor as business or trade secrets, provided that said parts are clearly marked as "trade secret", "confidential" or "proprietary."

The City may conduct reasonable inquiries to determine the responsibility of the Vendor. The submission of a response constitutes permission by the Vendor for the City to verify all information contained herein. If the City deems it necessary, additional information may be requested from any Vendor. Failure to comply with any such request may disqualify a Vendor from consideration.

IX. **ATTACHMENTS**

Attachment 1: Exhibit A: Comprehensive Service Delivery Plan

Attachment 2: Exhibit B: Sample Agreement for Services

Attachment 3: Exhibit C: Sample Agreement for Professional Services

Exhibit A: COMPREHENSIVE SERVICE DELIVERY PLAN INSTRUCTIONS
DIRECTIONS
Submit one workbook with your submission.
<ul style="list-style-type: none"><li>• Only fill in the areas highlighted in yellow in each budget workbook</li><li>• Complete 'Mandatory Program Offerings Tab' - Please add details about the proposed programming</li><li>• Complete 'Mandatory Program Budget Tab' - Please include all costs related to the proposed programming listed on the previous tab - <b><i>budget should not exceed the in-kind office space monetary amount of \$118,788 per year.</i></b></li><li>• If proposing additional programs - complete Optional Program Budget Tab</li><li>• Fill in the forms below and attach with your proposal</li></ul>
NOTES
<ul style="list-style-type: none"><li>• All amounts should be rounded to the nearest whole dollar.</li><li>• Program dollar amounts should not exceed the in-kind amount \$118,788</li></ul>
TAB 1. Mandatory Program Offerings
<ul style="list-style-type: none"><li>• Please indicate as clearly and detailed as possible all aspects of the minimum program offerings that you propose to offer.</li></ul>
TAB 2. Mandatory Program Budget
<ul style="list-style-type: none"><li>• Please detail all costs associated with the minimum program offering - not to exceed the in-kind office space monetary amount of \$118,788 per year.</li><li>• For each staff position, enter:<ul style="list-style-type: none"><li>◦ Salary: Enter the annual salary for each job position.</li></ul></li><li>• Operating Expenses are costs associated with service delivery; these are costs of activities that are separate from administrative activities. The following are examples of operational costs:<ul style="list-style-type: none"><li>◦ Office Expense &amp; Supplies: <i>Paper, pens, pencils, consumer binders, clipboards, bulletin boards, postage, general office supplies, office furniture, hardware (including computers and cell phones), software costs (do not include annual license fees).</i></li><li>◦ Training: <i>Fingerprint clearance fees, Health Screening, CPR, First Aid, Behavioral or Evidence Based Practices training, training materials.</i></li><li>◦ Professional &amp; Specialized Services:<ul style="list-style-type: none"><li>▪ <i>Legal &amp; Accounting: Outsourced Legal, Fiscal, Payroll, and/or Auditing services</i></li><li>▪ <i>Data Processing: Outsourced data entry, billing, QA</i></li></ul></li></ul></li></ul>



Program Offerings (Minimum Requests for RFQ)	Response
<ul style="list-style-type: none"><li>Case Management</li></ul>	
(Please describe how you forsee offering Case Management) * Include the number of hours/days of weeks the site will be open with staff available. * What exact services will be available	
<ul style="list-style-type: none"><li>Companionship Visits</li></ul>	
(Please describe how you forsee offering Companionship Visits) * Include the number of hours/days of week staff will be available to provide compaionship visits * What exact services will be available?	
<ul style="list-style-type: none"><li>Foot Care Support</li></ul>	
(Please describe how you forsee offering Foot Care Support) * Include the number of hours/days of week staff will be available to provide foot care support * What exact services will be available?	

[illegible]

- **Staffing**

For each staff position enter the annual salary

## Position

**Dollar Amount**

- **Operating Expenses**

- Operating Expenses are costs associated with service delivery; these are costs of activities that are separate from administrative activities. The following are examples of operational costs:

- Office Expense & Supplies: *Paper, pens, pencils, consumer binders, clipboards, bulletin boards, postage, general office supplies, office furniture, hardware (including computers and cell phones), software costs (do not include annual license fees).*

- Training: *Fingerprint clearance fees, Health Screening, CPR, First Aid, Behavioral or Evidence Based Practices training, training materials.*

- Professional & Specialized Services:

- *Legal & Accounting: Outsourced Legal, Fiscal, Payroll, and/or Auditing services*

- *Data Processing: Outsourced data entry, billing, QA*

**Costs should not exceed in-kind amount of \$118,788**

## TOTAL COSTS

Optional Program Offerings	Response
<p data-bbox="48 263 865 446">Do you have additional programs that you would like to offer? Please list out in detail what programs/services, days of week/hours per day, staff needed etc.</p> <p data-bbox="48 503 865 641"><b>On the budget sheet for optional services please include all costs as they can be negotiated as reimbursable.</b></p>	

[illegible]

//  
Exhibit B: Sample Agreement for Services  
**AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_ by and between \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_, and telephone number is (\_\_\_\_\_) \_\_\_\_\_, and the City of Pleasanton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Services to be performed. The work will consist of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Contractor shall begin work by \_\_\_\_\_ and complete by \_\_\_\_\_.

2. Compensation. City shall pay Contractor as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ OR

*check this box ☐ if payment schedule is described on an attachment.*

3. Method of Payment. Payment shall occur upon completion of work, acceptance by City staff, and submission by Contractor of a request for payment. Requests submitted promptly as of the 20th day of each month will be paid by the 10th day of the following month.

4. Indemnification. Contractor shall hold harmless, defend, and indemnify the City, its officers, and employees, against any and all claims, costs, demands, causes of action, lawsuits, losses, expenses or liability, including attorneys' fees, arising from or the alleged acts or omissions of Contractor, its subcontractors, or agents, or anything arising from this Agreement.

5. Insurance. During the term of this Agreement, Contractor 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. A commercial general liability insurance for at least \$2,000,000 combined limit for bodily injury and property damage and provide that the City, its officers, employees and agents are named additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider thereof that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss covered thereunder.

b. Automobile Liability Insurance. Automobile liability insurance in an amount not less than \$2,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Contractor's employees, all in strict compliance with State laws, and to protect the City from any and all claims thereunder, including waiver of subrogation.

d. Certificate of Insurance. Contractor 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.

6. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.

7. Warranty Against Defects. Contractor hereby warrants all work done under this contract against all defects in materials and workmanship for a period of 12 months following City's acceptance of said work. If any defects occur within said 12 months, Contractor shall be solely responsible for the correction of those defects.

8. Labor Code/Prevailing Wages. The work performed under this Agreement is a “public work” and prevailing wage laws shall apply. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work.

To the extent applicable, Contractor shall comply with all requirements of the California Labor Code, including but not limited to, Labor Code sections: 1773.2 (regarding posting wage determinations at each job site); section 1776 (regarding the certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day’s work as 8 hours of labor); and section 1775 (regarding penalties for violations). The Contractor 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 subcontractor under Contractor.

9. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided / work completed when notice is received.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. 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.

e. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**CITY OF PLEASANTON**

**CONTRACTOR**

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

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

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

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

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

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

Rev. 5/22



**Exhibit C: Sample Agreement for Services  
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 202\_, between the CITY OF PLEASANTON, a municipal corporation ("City"), and \_\_\_\_\_, an \_\_\_\_\_, whose address is \_\_\_\_\_, and telephone number is \_\_\_\_\_, ("Consultant").

**RECITALS**

A. Consultant is qualified to and experienced in providing \_\_\_\_\_ for the purposes specified in this Agreement.

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

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

1. **Consultant's Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Term.** This contract shall commence on the date written above and shall expire on \_\_\_\_\_.

4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed \$ \_\_\_\_\_.

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

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

or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work**. All work product and all other documents prepared by Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work**. All work product and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

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

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

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

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

11. **Indemnity and Hold Harmless**. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

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

e. **Certificate of Insurance.** Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

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

g. **Defense Costs.** Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions. These provisions do not apply to Professional Liability.

h. **Subcontractors.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for

subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

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

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To City: City Manager  
City of Pleasanton  
P.O. Box 520  
Pleasanton, CA 94566

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

15. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

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

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

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

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

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

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

22. **Exhibits**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

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

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

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF PLEASANTON**

**CONSULTANT**

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

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

ATTEST:

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

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

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

Approved as to form:

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

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

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

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

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

## **EXHIBIT A**

### **Scope of Consultant's Services**

### **Compensation**