



## **REQUEST FOR QUALIFICATIONS & PROPOSALS (RFQ/P)**

### **Design, Supply and Installation of Replacement Play Apparatus for Del Prado and Moller Parks**

The City of Pleasanton is seeking an experienced firm, team or manufacturer's representative (a "firm") to work with City staff to provide layout/design services and to supply and install new play apparatus for the Del Prado Park and Moller Park playgrounds. See the attached Exhibit "A" for site location map, play apparatus photos, and playground area plans and details. The budget for this project has been set at **\$500,000** total.

Services required of the selected firm(s) will include, but not be limited to, the following responsibilities:

- Review of the park site and evaluation of existing play apparatus and apparatus areas. Existing play area footprint dimensions shall be verified in the field by the chosen firm.
- Preparation of two design options for each playground. The two options should be unique in components. The concrete slide at Del Prado Park should be retained in all options. Color schemes should also be presented but may be selected interchangeably.
  1. Option 1: Design play areas for maximum playability and to accommodate inclusivity with minimal to no surfacing modifications.
  2. Option 2: Design play areas to provide a balance between playability and inclusivity to better accommodate children of all abilities. This would likely include some rubber surfacing to access key components of the play structures.
- Provide a detailed cost estimate of proposed play apparatus for each option, including demolition and removal costs and installation costs for replacement play apparatus, including necessary Engineered Wood Fiber infill and rubber surfacing. Installation work shall be subject to prevailing wages as indicated in the Professional Services Agreement (Exhibit B).
- Participation in the public outreach process, including exhibits for and attendance at a minimum of one onsite meeting with community members
- Modifications to layout and equipment based on City and community feedback.
- Procurement and installation of new play apparatus; including removal and disposal of existing footings and play equipment, disposal of new play equipment packaging, temporary construction fencing, topping off the engineered wood fiber, and installing rubber surfacing as necessary.
- Any procurement related to wash stations and bathroom facilities at the time of construction are also to be included in the proposal and will not be considered as a change order.

### **MINIMUM PROPOSAL REQUIREMENTS**

Each proposal should indicate both the current and past experience of the firm as it relates to the design, installation, and renovation of existing playgrounds, particularly in public parks. Please provide the following:

- A minimum of three (3) examples of your work and experience.
- Identification of the actual individuals (with resumes) comprising the firm's team assigned to this project and what specific role each will play in completing the work.
- Two (2) initial designs for each park which clearly identify the proposed play components. The designs should be appropriate for the age group and at a minimum should match the play value currently present in the existing structure. Design graphics should be suitable for presentation at neighborhood meetings.
- A schedule demonstrating that the design process can be completed and the contract agreed to by June 4, 2025 and that the construction would be completed prior to June 30, 2026.
- Department of Industrial Relations (DIR) public works contractor registration information for the member of the firm, or other contractor or subcontractor(s), which is proposed to undertake the installation of the apparatuses and will submit certified payroll records (CPRs) to the State's Labor Commissioner using the DIR's electronic certified payroll reporting system.

All work shall conform to City of Pleasanton Standard Specifications and Details, July 2024 edition.

## **SELECTION PROCESS**

All proposals received by the deadline will be reviewed and considered by a City Selection Committee. The firm(s) whose proposals are determined to represent the best qualifications, demonstrated competence, experience and response to the proposal elements identified in this RFQ/P, will be selected and invited to an interview with the Selection Committee. Final selection of the firm(s) will be made based upon the following criteria:

- Specific professional experience related to the design of play apparatus areas for municipal parks.
- References – A minimum of 5 references that indicate satisfaction of previous and current clients related to the design, supply, and installation of children's play apparatus.
- Documented evidence that the apparatus which is identified or recommended for each park meets all current safety (CPSC) and accessibility (ADA) standards.
- Imagination, unique play value, creativity and judgment related to the concerns and issues associated with the proposed design, including constructability of the proposed apparatus for each site.
- Accessibility of principals and evidence of clear lines of communication to assure responsiveness to concerns and input of the neighborhood groups, City Commissions and City staff.

## **SPECIAL CONDITIONS**

### Reservations

This RFQ/P does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFQ/P, or to procure or contract for work.

### RFQ/P as a Public Record

All statements submitted in response to this RFQ/P become the property of the City, and thus become public records and as such, may be subject to public review after a team is selected.

### Right to Cancel

The City reserves the right to cancel or change, for any or no reason, in part or in its entirety, this RFQ/P, including, but not limited to, the selection schedule, submittal date, and submittal requirements.

### Additional Information

The City reserves the right to request additional information and/or clarification from any or all respondents to this RFQ/P.

### Public Information

Firms who wish to release information regarding the selection process, contract award, or data provided by the City at any Public Hearing, must receive prior written approval from the City before disclosing such information to the public.

### Contract for Professional Services

After award of contract by the City Council, the selected firm will be required to sign the Standard Professional Services Agreement, Exhibit "B", and provide all other required certifications and documentation within fifteen (15) calendar days of Scope of Work and fee finalization.

### Execution of Contract

The following documents shall be submitted to the City within ten (10) working days, not including Saturday, Sundays and legal holidays, after date of postage of mailed notice of award:

- Executed contract
- Contract bonds as required by the forms contained herein including:
  - ◊ Labor and Material Bond for the contract price

### Conflict of Interest

The City has established a policy concerning potential conflict of interest in program management, design and construction. This policy applies to all proposers and their proposed consultants/sub-consultants. See Exhibit "B", Standard Professional Services Agreement, for additional information.

### Insurance Requirements

The City requires consultants doing business with it to obtain insurance, as described in the City's Standard Professional Services Agreement, Section 12. 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.

**PROPOSED SUBMITTAL DEADLINE**

A single copy of the proposal shall be submitted electronically as a pdf to the City Clerk’s and the Landscape Architect’s email addresses. Only pdf copies shall be accepted. Proposals submitted by facsimile are not acceptable and will not be considered.

Proposals shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Firm and shall contain a declaration to the effect that the proposed project team will remain in effect for a minimum of sixty (60) days after the submittal date.

Statements must be received no later than **2:00 p.m., local time, on April 3, 2025**, and submitted to:  
[pleasantoncityclerk@cityofpleasantonca.gov](mailto:pleasantoncityclerk@cityofpleasantonca.gov)  
and  
[mgruber@cityofpleasantonca.gov](mailto:mgruber@cityofpleasantonca.gov)

Please make the subject of the email: *Attention: Matt Gruber, City Landscape Architect*

Should you have any questions regarding this RFQ/P or about the project itself, please e-mail at [mgruber@cityofpleasantonca.gov](mailto:mgruber@cityofpleasantonca.gov)

Sincerely,



Matt Gruber  
Landscape Architect

c: Giacomo Damonte, Parks Maintenance Superintendent  
Sarah Hosterman, Landscape Architect Assistant





Playground Footprint



## Del Prado Park

6701 Hansen Drive  
Pleasanton, Ca

March 11, 2025





Playground Footprint



# Moller Park

5500 Pleasant Hill Road  
Pleasanton, Ca

March 11, 2025

**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, between the CITY OF PLEASANTON, a municipal corporation (“City”), and \_\_\_\_\_, a (insert type of business entity here e.g. corporation, sole proprietorship etc.) whose address is \_\_\_\_\_, and telephone number is \_\_\_\_\_, (“Consultant”).

**RECITALS**

- A. Consultant is qualified to and experienced in providing, play apparatus design, supply and installation services 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. **Terms.** This contract shall commence on the date written above and shall expire on \_\_\_\_\_.
4. **Compensation.**
  - A. **Compensation to Consultant.** 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.

**B. Prevailing Wages for Installation Work.** Consultant acknowledges that the work to install the replacement play apparatus at Val Vista Community Park, and surveying work – if any, described in the *Request for Qualifications & Proposals (RFQ/P) Design, Supply and Installation of Replacement Play Apparatus for Val Vista Community Park* (the Installation Work”), is subject to the payment of prevailing wages. 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 Installation Work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the Installation Work by the Contractor or any subcontractor doing or contracting to do all or any part of the Installation Work. Contractor or any subcontractor doing or contracting to do all or any part of the Installation Work shall post at each job site a copy of the prevailing rate of per diem wages.

To the extent applicable, for the Installation Work the Contractor or any subcontractor doing or contracting to do all or any part of the Installation Work 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 Installation Work done under the Agreement by it or by any subcontractor under Contractor.

5. **Sufficiency of Consultant’s Work.** All drawings, designs and work product shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All drawings, designs, 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.
- c. Professional Liability Insurance. Professional liability insurance in the amount of \$2,000,000.
- d. 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.
- e. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.
- f. 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.
- g. 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. **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.
24. **Bond.** A contractor's bond for materials and labor for the work shall be required for the project per the attached Exhibit.



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

**CITY OF PLEASANTON**

**CONSULTANT**

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

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Rev. 6/18

**EXHIBIT A**

**Scope of Consultant's Services**

**Compensation**

## LABOR AND MATERIAL BOND

WHEREAS, the City of Pleasanton, State of California, and \_\_\_\_\_ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which agreement, dated \_\_\_\_\_, 20\_\_\_\_, and identified as the **Design, Supply and Installation of Replacement Play Apparatus CIP Project No. 22745**, is hereby referred to and made a part hereof, and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Pleasanton to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly bound unto the City of Pleasanton and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety on the date set forth above.

Principal

Surety

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

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

(Signature of Principal and Surety must be notarized)