

#### **REQUEST FOR QUALIFICATIONS**

#### **FOR**

# CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR WEST LAS POSITAS BOULEVARD MULTIMODEL RECONSTRUCTION PROJECT CIP NO. 11514

Date Released: June 28, 2025

Department of Public Works
Engineering Division
City of Pleasanton
P.O. Box 520, 200 Old Bernal Avenue
Pleasanton, CA 94566

Proposals are due prior to 2pm, July 23, 2025

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#### REQUEST FOR QUALIFICATIONS NOTICE

The City of Pleasanton Department of Public Works, Engineering Division, (City) is currently seeking a Construction Management (CM) and Inspection Services firm (Consultant) to oversee the construction of the West Las Positas Boulevard Multimodal Project.

The project includes converting three lanes of traffic to two lanes of traffic in both directions with a protected Class IV cycle track buffered by a landscaped bio-detention, reconstructing and stabilizing the existing roadway section to the depth of 42 inches, reconstructing landscape median, traffic signal and lighting modifications, replacing the damaged wet utilities (sewer, storm, water), etc. The project is located within the City's right-of-way and is located between Hopyard Road and Stoneridge Drive in the Hacienda Business Park vicinity. The construction manager, including backups, shall be a licensed State of California civil engineer and shall act as the Caltrans resident engineer. The city of Pleasanton is the lead agency and is sponsoring the project. The project has Measure B/BB Grants and a federal earmark grant in addition to local funding. The project is targeted for construction in summer 2026 with an estimated total project cost between \$34 and \$35.5 million. The duration of the construction is estimated to be between 300 to 350 working days.

This Request for Qualifications (RFQ) describes the Scope of Services, the necessary components of the Statement of Qualifications, the consultant selection process, and a sample copy of the Professional Services Agreement. This RFQ also describes the required format of the submitted Statement of Qualifications.

Addenda to this RFQ, if issued, will be posted on the city of Pleasanton bids website at: <a href="http://www.cityofpleasantonca.gov/business/bids.asp">http://www.cityofpleasantonca.gov/business/bids.asp</a>

The project documents can be found here: WLP RFQ Documents

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

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

Submit four (4) hard copies and one (1) electronic PDF copy on a USB flash drive of the Consultant's narrative Proposal in a sealed package marked "RFQ – West Las Positas Multimodal Reconstruction Construction Management Proposal"; and one (1) hard copy of the Consultant's Cost Proposal in a <u>separately sealed package</u> marked "RFQ – West Las Positas Multimodal Reconstruction\_Construction Management Cost Proposal". The submissions shall be mailed or delivered to the City of Pleasanton prior to **11:00 a.m.**, **July 23, 2025,** at:

Huy Ho, Associate Civil Engineer Department of Public Works, Engineering Division c/o City Clerk's Office City of Pleasanton P.O. Box 520, 123 Main St. Pleasanton, CA 94566

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

The City will deem an electronic submission received by the submission deadline as meeting the deadline in the event the paper copies are held up with shipping (electronic signatures are acceptable). **Do not include the Cost Proposal in the electronic submission**. Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to the submission deadline.

Please submit electronic copies to: <a href="mailto:hho@cityofpleasantonca.gov">hho@cityofpleasantonca.gov</a> and <a href="mailto:kroberts@cityofpleasantonca.gov">kroberts@cityofpleasantonca.gov</a>.

This RFQ does not commit the city of Pleasanton to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The city of Pleasanton reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFQ result in a recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the city of Pleasanton.

All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract. Consultants who wish to release information regarding the consultant selection process, contract award, or data provided by the City at any Public Hearing, must receive prior written approval from the City before disclosing such information to the public.

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

Any questions related to this RFQ shall be submitted in writing. No oral question or inquiry about this RFQ shall be accepted. Questions shall be submitted before **5 p.m., July 16, 2025**, to the attention of Huy Ho, Associate Engineer, via email at hho@cityofpleasantonca.gov.

The Consultant's attention is directed to Appendix C, "RFQ & Project Schedule."

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#### **DESCRIPTION AND BACKGROUND**

#### **City Description:**

Located at the "tri-valley" junction of the I-580 and I-680 freeway interchange and incorporated in 1894, Pleasanton is a community with a population of about 80,000 people in 24.2 square miles near the major business markets of Silicon Valley, San Francisco, and the Central Valley. Pleasanton supports a thriving business community ranging from software to biotechnology to professional services. Many businesses make their home in the nationally recognized Hacienda Business Park. In addition to these global leaders, there are nearly 600 downtown businesses and more than 29,000 households utilizing Pleasanton city services.

The city of Pleasanton is organized into numerous departments and divisions, such as the Public Works Department, which is comprised of three divisions: Operations & Maintenance, Utilities & Environmental Services, and Engineering. Public Works is responsible for the operations and maintenance of the City's infrastructure (Water, Sewer, Storm, Streets, Parks, and Plazas), Fleet / Mobile Equipment, and Facilities.

#### **Project Background:**

The city of Pleasanton has identified a need to reconstruct sections of West Las Positas Boulevard, between Hopyard Road and Stoneridge Drive, to address the failure of the road system and repairs to the underground utilities. The project will include the implementation a portion of a multimodal transportation corridor from Foothill Road to the Iron Horse Trail in conformance with the Bike and Pedestrian Master Plan and the West Las Positas Boulevard Bikeway Feasibility Study.

West Las Positas Boulevard, between Hopyard Road and Stoneridge Drive, was constructed in the early 1980s as part of the Hacienda Business Park development. The road parallels the Arroyo Mocho as it runs east-west in Pleasanton. The road consists of three lanes of traffic in each direction with landscaped medians, including mature trees. The roadway was constructed with 3.5 inches of asphalt on 6 to 8 inches of aggregate base, over the top of a subgrade that consists of high plasticity, silty clay. Due to the high plasticity of the subgrade, the upper 13 to 15 inches of the subgrade was limetreated during construction to obtain a firm, unyielding surface on which to build the road improvements. City-owned water, sewer, recycled water, and storm lines run under the paved sections of the street.

The street has a history of localized settlement and differential movement. Over the years, the city has implemented several maintenance repair projects to try to remediate the uneven roadway and the curb and gutters that are experiencing pavement distress and/or settlement.

As part of the 2006 Annual Resurfacing Program, West Las Positas Boulevard received an overlay treatment and base repairs, bringing the roadway back to its original grades.

Within a few years, the street showed signs of movement, causing concern about the premature failure of the overlay. By November 2011, the curb lane near Tassajara Creek and in the eastbound direction had settled to a point that it created a safety concern, requiring the lane to be closed to vehicular traffic. To address the roadway repair as a result of the settling, the West Las Positas Boulevard at Tassajara Creek Street Repair Project, CIP No. 11504, was authorized under the 2011-12 Capital Improvement Program.

In 2010, Kleinfelder, a geotechnical consultant, performed a geotechnical investigation to determine the possible causes of the ongoing settlement near the Tassajara bridge. Numerous potential causes of the settlement were presented. However, no definitive cause of the settlement was identified.

In 2012, ENGEO Incorporated, another geotechnical consultant, was authorized by the City to provide engineering and construction recommendations for the repair of the roadway near the Tassajara bridge. ENGEO's opinion was that this section of roadway was constructed over a former "marsh and lagoon" area. The marsh and lagoon deposits consist of soft, compressible soils with high moisture content that led to roadway damage as the soil layers swelled and compressed. Roadway construction has applied additional loads over the soft soils, causing localized soil swelling and settlement. ENGEO recommended that the distressed areas be repaired by replacing the existing soil under the pavement surface with lightweight engineering fill material (cellular concrete). They advised that doing so would eliminate or reduce the severity of future settlement in the area currently showing distress.

In 2013, Fanfa, Inc. completed the West Las Positas Boulevard at Tassajara Creek Street Repair Project, CIP No. 11504, for \$253,684, implementing ENGEO's repair recommendations. The roadway profile was restored to the design grade near the Tassajara Creek crossing and Fiesta Drive. Approximately 500 cubic yards of existing soil under the severely distressed area was replaced by lightweight cellular concrete material as a pilot test, and approximately 1,200 square feet of the less severely distressed area was repaired by a conventional base repair construction method. In addition, this project also overlaid the existing roadway surface with asphalt concrete within the project limits. The sections have since failed.

In 2015, O'Grady Paving, Inc. completed emergency repair work under the Annual Streets Resurfacing and Preventative Maintenance Project, CIP No. 145003, for \$76,120 in areas adjacent to the 2013 repairs. The work included 21 locations along West Las Positas Boulevard between the DMV and Stoneridge Drive. Over 20,000 square feet of existing depressed pavement was milled and leveled with one-half-inch hot mix asphalt concrete, and 1,200 square feet of distressed pavement was also repaired. The repairs near the DMV appear to be relatively stable, but the other sections have since failed.

In 2018, Ranger Pipelines completed leveling and roadway repairs at the Tassajara Creek crossing as part of the recycled water pipeline installation and traffic lane

restoration work. This work included leveling work on and immediately adjacent to the segments repaired in 2013 and 2015.

In summer 2019, cracks and minor settlement began showing up within the repaired areas, including areas filled with lightweight cellular concrete. By spring 2020, significant settlement had occurred in the street. The Streets Maintenance Division then installed signage and began work on temporary leveling and roadway repairs. Ultimately, the repairs became greater than the division's capacity to efficiently handle.

In fall 2020, Goodfellow Bros., Inc. completed the pavement repair and roadway leveling on West Las Positas Boulevard between Hacienda Drive and Stoneridge Drive for \$261,041. The improvements restored the roadway to a safer operating condition but did not restore the roadway to the original grade. The pavement repair areas were within previously repaired roadway sections.

In early 2022, Teichert Construction, Inc. completed pavement repairs and roadway leveling on West Las Positas Boulevard at Willow Road and Santa Rita and the Arroyo Mocho bridge approach for \$158,865. The improvements restored the intersection to a safer operation (after the area was completed by city forces in mid-2021). The work did not restore the roadway to the original grade and the decorative crosswalk was temporarily removed.

The City's Streets section performs regular skin patching to improve the road surface to a safer condition.

BSK Associates, under an on-call contract with the City, performed a preliminary geotechnical study over fall 2021 that included a review of historical records, previous studies and borings. A detailed visual inspection and visual monitoring were also performed. The preliminary study identified that the pavement settlement and distress could be caused by several different issues ranging from trench failures, tree impacts, and/or settlement. The study made a recommendation for a subsurface geotechnical investigation, to collect the necessary data and information to recommend possible mitigation options/approaches so that the continued, persistent settlement and subsequent extensive repairs to the roadway would be significantly reduced.

The geotechnical study included subsurface investigation, laboratory testing, engineering analysis, and recommendations. The work entailed 35 hollow-stem auger borings to depths of approximately 7 to 40 feet below ground to collect samples. The testing on the samples gathered data/info related to the depth of fill within the roadway, moisture content, soil type, expansion potential, resistance value, the perceptible relationship between the moisture content and proximity to tree roots and its expansion potential, consolidation settlement potential, and subgrade conditions near storm drain crossings, etc. BSK Associates then evaluated their findings and completed a geotechnical engineering analysis to develop conclusions and recommendations for the anticipated improvements that are the basis for repair strategies to be incorporated.

In March 2022, CCTV and a full condition assessment of the sanitary sewer and storm drain lines were completed on West Las Positas Boulevard between Hopyard Road and Stoneridge Drive. The pipelines were flushed prior to the inspections. The sanitary sewer and storm drain lines' overall condition was fair, with localized areas of sags and cracked pipe and joint offsets.

On December 6, 2022, the City Council awarded an agreement to Mark Thomas & Company, Inc. to provide an up-to-35-percent-level design that will aid the development of construction phasing and implementation of the West Las Positas Boulevard Multimodal Reconstruction Project.

On July 16, 2024, an amendment was issued to Mark Thomas & Company, Inc. to complete the 100 percent design based on recommendations developed from 35 percent design and prepare biddable construction documents based for the West Las Positas Boulevard Multimodal Reconstruction Project, CIP No. 11514.

The project is currently at 95% of the design phase. A draft of the 95% PS&E are attached as Attachment 3 for RFQ purposes. The Engineer's Estimate cost at the 95% level, as shown on Attachment 3, is higher than the project's available budget. The City will work with the designer to refine the scope of work, including Alternative Bids, so that the project can be delivered within the available budget. The anticipated construction contract cost is between \$27 - \$28 million. The project schedule is outlined in Appendix C.

#### SCOPE OF SERVICES

#### **General:**

The City of Pleasanton will review the Statement of Qualifications in anticipation of working with a single firm or consultant team.

The City has prepared an outline of services (which includes a description of the City's Project Objectives) which is included as Attachment 2 to the Request For Qualifications ("RFQ"), and generally includes: construction management services, construction inspection, construction survey for the West Las Positas Multimodal Reconstruction Project in the city of Pleasanton, CA. It is the responsibility of the consultant to review the construction plans and specifications and engineer's estimate (PS&E) at 95% design level which is included as Attachment 3 and create a detailed scope of services directly related to the project in accordance to Caltrans standards. Scope of work shall include an itemized breakdown for cost of services to be performed. The final scope of work will be agreed upon after discussion with the selected consultant.

#### A. Required Deliverables

- 1. Dailies with quantities and photographic documentation turned in at the end of each week utilize Caltrans' standard forms or any additional City forms.
- 2. Monthly update to be included with each pay estimate review including but not limited to: potential change orders, change orders, RFIs and RFI log, shop drawing logs, request of designer services, schedule and schedule review, progress photos (digital), review of record drawings (both contractors and CM), log of material testing services, summary of material testing results, log of survey services, copies of meeting minutes.
- 3. Final Punch list
- 4. Completion report
- 5. Complete set of shop drawings with review comments
- 6. Record drawings separate from contractor's set.

#### B. Tasks

As envisioned, the selected consultant will be responsible for completing the tasks listed below. It is not intended that the tasks listed below comprise a comprehensive list or are the only tasks required for the project. The consultant shall submit a comprehensive and detailed scope of services required to complete the construction for the W. Las Positas Multimodal Reconstruction project.

### 1. Task 1 - Constructability Review

Review and provide comments on 100% PS&E submitted by Mark Thomas & Company to ensure completeness and constructability prior to advertising for bids.

#### 2. Task 2 - Project Management and Administration of Contract

#### 2.1 Project Management

- Clarify tasks and deliverables.
- Administer the project.
- Ensure conformance with State and City Standards and requirements.
- Coordinate with City representatives, Caltrans and other pertinent agencies.
- Manage and coordinate material testing and construction survey.

#### 2.2 Project Meetings with City Staff

- Meeting with City Staff & Designers to review projects and prepare for the preconstruction meeting.
- Preconstruction Meeting. Preconstruction meeting to address and resolve issues dealing with the technical aspects of the design, design standards and procedures, project schedule, along with deliverable format and city expectations.
- Monthly review meetings with City staff. Monthly Project meetings or as required to review the progress, schedule, changes, pay estimates, concerns, etc.

#### 2.3 Outside Agency Coordination & Resident/Business

- Contact all affected utility companies and any other outside agencies.
- Coordinate and meet with residents, tenants, and business owners.

## 3. Task 3 - Construction Management/ Resident Engineer

Consultant will be required to provide adequate staff to perform Construction Management/Resident Engineer services to be in conformance with project specifications and Caltrans standards. See Attachment 2 for City Project Objectives.

#### 4. Task 4 - Construction Inspection

Consultant will be required to provide adequate construction inspection services to be in conformance with project specifications and Caltrans standards. See Attachment 2 for City Project Objectives.5. Task 5 - Virtual Project Management

Consultant will be required to utilize the proposed Virtual Project Management (VPM) software/program/web-based application and provide the city with access (seat/license) to the Project Management program. All project-related documents are required to be uploaded to VPM in a timely manner.

#### 6. Task 6 - Optional Construction Survey

Consultant will be required to provide scope of services and fee for construction survey for the project per project specifications, City's Standard Specifications section 1-16 "Lines and Grades and Construction Staking, responsible for coordinating and Caltrans section 5-1.24 "Construction Surveys" and subsequent related sections. Survey consultant will receive plans, specifications, and electronic design drawings from the design consultants. The City reserves the right to have the services performed by the City's on- call survey consultants. The CM will be responsible for coordinating and managing the survey-related works with Survey Firm. All existing monuments between Willows Road and Stoneridge Drive are anticipated to be destroyed during construction. Monument reestablishments are required to include preparing pre-construction and post construction Corner Record.

Thank you for your interest in this opportunity with the city of Pleasanton.

Sincerely,

Adam Nelkie
City Engineer,
Public Works Department, Engineering Division

#### APPENDIX A – PROPOSAL REQUIREMENTS

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

The narrative Proposal shall be limited to twenty-five (25) one-sided pages (8-1/2 inches x 11 inches), inclusive of appendices, resumes, graphics, forms, pictures, photographs, dividers, front and back covers, cover letter, etc; and exclusive of a separately sealed Cost Proposal. 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 four hundred (400) words per page.

Proposals shall contain the following information in the order listed:

#### 1. Introductory Letter:

The introductory (or transmittal) letter shall be addressed to:

Adam Nelkie, City Engineer
Public Works Department, Engineering Division
City of Pleasanton
P.O. Box 520, 200 Old Bernal Ave
Pleasanton, CA 94566

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, email address, and website. 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 wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

#### 2. Executive Summary:

Include a 1-2 page overview of the entire Statement of Qualification 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 contracts and 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:

- Describe the roles and organization of your proposed team for this project. Indicate the composition of sub-consultants and number of project staff, location of staff and sub-consultants, and experience of your team as it relates to this project. The City's evaluation of the proposal will consider the consultant's entire team. Once proposed, no changes in the team composition will be allowed without prior written approval of the City.
- 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 Services, 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 in maintaining communication with clients' representatives.
- 5. Identify proposed sub-consultants (if any) that will be retained to perform specified items of work listed in the "Scope of Services."

#### 5. Scope of Work:

- 1. Building from the general scope of work included in the RFQ to include all components required for the successful delivery of the project.
- 2. Describe project deliverables for each task of your work.
- 3. Describe your cost control and budgeting methodology for this project.

#### 6. Schedule of Work:

- 1. Provide a general discussion about your approach to scheduling a project.
- The Consultant shall provide a schedule for their anticipated scope of work.
   The schedule shall be structured to match the scope of work tasks and include anticipated Construction Management and Inspection hours to complete the task.

#### 7. Conflict of Interest Statement:

The 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 projects. The Consultant shall also list current clients and business partners who may have a financial interest in the outcome of this contract. The proposing Consultant shall disclose any financial interest in or relationship with any asset management software. See Attachment 1, Professional Services Agreement, for additional information.

#### 8. <u>Litigation:</u>

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.

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.

The City requires consultants doing business with it to obtain insurance, as described in the Professional Services Agreement. The required insurance certificates must comply with all requirements of the standards as described in the contract and must be provided (original copy) within ten (10) days of Notice of Award and prior to the commencement of any work on the project.

#### 10. Exceptions and Affirmations to this Request for Qualifications:

The Consultant shall certify that it takes no exception(s) to this RFQ, including, but not limited to, the sample City's Professional Services Agreement, Attachment 1.

The Consultant shall certify that it will enter into such agreement if the consultant is selected, and 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.

#### 11. Cost Proposal:

In order to assure that the City of Pleasanton is able to acquire professional services consistent with the Brooks Act and Government Code 4526, selection will be based on 'demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies.' In addition to the Statement of Qualification Proposal Requirements outlined above, this RFQ includes a Cost Proposal submitted in a separate sealed envelope from the Proposal. The cost proposal is confidential and will remain sealed until all proposals have been reviewed, and the most qualified consultants have been selected. The highest ranked consultant's cost proposal is opened just prior to negotiations. All other cost proposals are returned unopened after contract execution. Reference the sample cost estimate in the Caltrans LAPM.

Consultant shall prepare a Cost Proposal including Master Rate Schedule with standard hourly rates for each anticipated staff member or classification and each sub-consultant required to provide services during all phases outlined in the RFQ.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages and certified payroll records. Information is available through the California Department of Industrial Relations (DIR).

#### 11. Contract for Professional Services:

The selected consultants will be required to sign the Professional Services Agreement and provide all other required certifications and documentation within ten (10) calendar days of Notice of Award.

#### 12. Insurance Requirements

The City requires consultants doing business with it to obtain insurance, as described in the Standard 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

#### APPENDIX B - PROPOSAL EVALUATION

#### **Evaluation Process:**

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

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFQ. 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 RFQ.

The selection process will include oral interviews if the consultant score in the top 3 or 4 in the proposal evaluation. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Consultants invited for interviews will be required to submit cost proposals in sealed envelopes with the proposals. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

#### **Evaluation Criteria:**

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

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFQ 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 RFQ.
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 RFQ 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 RFQ 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 RFQ 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 20	
3	Organization & Approach 15	
4	Scope of Services to be Provided 15	
5	Schedule of Work 10	
6	Conflict of Interest Statement	Pass/Fail
7	Local Present	10
8	References 5	
	Subtotal:	75

No.	Interview Evaluation Criteria	Weight
9	Presentation by team	10
10	Q&A Response to panel questions	15
	Subtotal:	25
	Total:	100

#### 1. Completeness of Response (Pass/Fail):

a. Responses to this RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFQ 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 (20 points):

a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct services on both federal and nonfederal-aid projects.

#### 3. Organization & Approach (15 points):

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

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

#### 4. Scope of Services to be Provided (15 points):

- a. Detailed Scope of Services to be Provided
  - i. Proposed scope of services is appropriate for all phases of the work.
  - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
  - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
  - i. Proposer has a system or process for managing cost and budget.
  - ii. Evidence of successful budget management for a similar project.

#### 5. Schedule of Work (5 points):

- a. Schedule shows completion of the work within or preferably prior to the City of Pleasanton overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFQ.

#### 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 project.
- b. Lists current clients and business partners who may have a financial interest in the outcome of this contract.
- c. Discloses any financial interest in or relationship with any asset management software.

#### 7. Local Presence (10 points):

- Demonstrate local understanding of working within Pleasanton and working with the Hacienda Business Park/large major commercial complexes.
- b. Familiarity with the road segments and history of changes in the area.
- c. Familiarity with designing roadways with similar underlying soil conditions.
- d. Firm's ability to work out of a local office within the surrounding area.

#### 8. References (10 points):

- a. Provide as reference the name of at least three (3) municipal agencies in California you currently or have previously consulted for in the past seven (7) years.
- b. Each key team member shall include references from previous clients/projects which they have worked for in the past seven (7) years.

#### 9. Presentation by Team (10 points):

a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues, and solutions.

#### 10. Q&A Response to Panel Questions (15 points):

a. Proposer provides responses to various interview panel questions.

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		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		10	
8	References		5	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
		Total:	100	

#### APPENDIX C - RFQ & PROJECT SCHEDULE

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

Advertise: June 28, 2025 Last date of Questions to be submitted: July 16, 2025 RFQ Due: July 23, 2025

RFQ review and evaluation: July 24 – August 1, 2025

Invite for Interviews:

Oral interviews:

Scope & Cost Negotiation with first-ranked
City Council Award (CM Contract):

August 5, 2025

August 11 - 13, 2025

August 14 - 19, 2025

September 16, 2025

Contract Award and Notice to Proceed: October 2025 100% Design Plans October 2025 E-76 for Construction April 2026 Bid Plans **April 2026** Bids Advertisement May 2026 July 2026 Award Start Construction August 2026 Const. Completion November 2027

Contract Estimated Period: October 15, 2025, to February 31, 2028

## **ATTACHMENT 1**

## SAMPLE CONTRACT AGREEMENT

#### 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 telephon	e number is	, ("Consultant").
	RECIT	AT C
	KECII	ALS
A. Consultant is qualit specified in this Agreement.	fied to and experienc	ced in providingfor the purpose
B. City finds it necess purposes provided in this Agree		use the services of the Consultant for the
NOW THEREFORE, Agreement, City and Consulta		the mutual covenants and conditions in this
	ty the services descri	l conditions set forth in this Agreement, ibed in <u>Exhibit A</u> . Consultant shall provide specified in <u>Exhibit A</u> .
A, Consultant shall, at its sole required for furnishing service	cost and expense, fu s pursuant to this Ag	erical Support. Except as set forth in Exhibit crish all facilities and equipment that may be greement. City shall furnish to Consultant A according to the terms and conditions set
3. <u>Term</u> . This contract shall co on	ommence on the date	e written above and shall expire
described more particularly in	Exhibit A. The pay: ltant's invoice. Tota	ervices rendered pursuant to this Agreement as ments shall be made on a monthly basis upon al compensation for services and 
	ayment shall be mad	orief description of work performed, time used be within thirty (30) days of receipt of
in which to submit final invoice receiving a written request thin	ing for payment. As	by City, Consultant shall have sixty (60) days in extension may be granted by City upon ince of said time limitation. The City shall 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.

- 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. <u>Changes</u>. 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. <u>Consultant's Status</u>. 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. <u>Termination for Convenience of City</u>. 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. <u>Indemnity and Hold Harmless</u>. 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. <u>Insurance</u>. 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. <u>Automobile Liability Insurance</u>. 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. <u>Professional Liability Insurance</u>. Professional liability insurance in the amount of \$2,000,000.
- e. <u>Certificate of Insurance</u>. 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 <u>insured</u> 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. <u>Waiver of Subrogation</u>. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.
- g. <u>Defense Costs</u>. 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. <u>Subcontractors</u>. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for Page 3 of 6

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

13. <u>Notices</u>. 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. <u>Conformance to Applicable Laws</u>. 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. <u>Licenses, Certifications and Permits</u>. 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. <u>Records and Audits</u>. 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.
- 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.
- 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.

- 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. <u>Scope of Agreement</u>. This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written. CITY OF PLEASANTON CONSULTANT By: Gerry Beaudin, City Manager Signature ATTEST: Print name Jocelyn Kwong, City Clerk Its: Title Approved as to form: By: Daniel G. Sodergren, City Attorney Signature Print name Its:

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

Title

Rev. 11/23

# **ATTACHMENT 2**

CITY PROJECT OBJECTIVES

# **CITY PROJECT OBJECTIVES**

- 1. The Construction Manager and Construction inspector shall maintain a daily presence on the site while the construction contractor is doing work.
- 2. Act as construction project coordinator and the point of contact for all communications and interaction with the contractor, Caltrans, the City of Pleasanton, project designers, utility companies, and all other affected agencies.
- 3. Perform all Resident Engineer functions as required by Caltrans Standard Specifications, the project Special Provisions, and Caltrans Construction Manual.
- 4. Perform all required field inspection activities, monitor contractor's performance and enforce all requirements of applicable codes, specifications, and contract drawings.
- 5. The City of Pleasanton may elect to use "Partnering" on this project. The selected Construction Management team will be expected to participate in the partnering relationship to be developed between the City of Pleasanton, Caltrans, and the construction contractor.
- 6. Arrange for, coordinate and conduct all project meetings, including preparation and distribution of all construction meeting agenda and minutes.
- 7. Review and monitor the construction schedule. Hold project progress meetings, weekly or a deemed necessary, between contractor, City of Pleasanton and other interested parties. Prepare and distribute minutes of all meetings. Prepare monthly reports documenting the progress of construction. Take photographs and videotape recordings of pre-construction field conditions, during construction progress, and post construction conditions.

- 8. Schedule, manage and perform (if option is approved) construction staking in accordance with the methods, procedures and requirements of Caltrans Surveys Manual and Caltrans Staking Information Booklet.
- 9. Schedule, coordinate, and document all field and laboratory testing services. Materials testing shall conform to the requirements and frequencies as defined in the Caltrans Construction Manual and the Caltrans Materials Testing Manuals.
- 10. Evaluate, negotiate, recommend, and prepare change orders.
- 11. Process all contractor submittals and monitor design consultant and other parties review activities. Review and approve contractor submittals not completed by design consultants.
- 12. Prepare and recommend contractor progress payments.
- 13. Consultant shall be responsible for coordinating the City of Pleasanton regarding traffic control measures, press releases, responses to public inquiries, and complaints regarding the project.
- 14. Identify potential claims and make recommendations to resolve said claims.
- 15. Perform all construction administrative activities, including correspondence and document control.
- 16. Oversee the design clarification process. Process Design Change Notices.
- 17. Oversee quality control and materials testing.
- 18. Provide contract change order documentation to project designer. Coordinate preparation of record drawings (as-built drawings) by project designer.

- 19. Provide coordination and review of contractor's detours and staging plans with engineering consultant, affected businesses and City of Pleasanton staff.
- 20. Provide final inspection services and project closeout activities, including preparation of a final construction project report, and certify that project was built according to the records drawings.
- 21. Turn all construction documents over to Caltrans for archiving, and copy to City of Pleasanton.
- 22. Provide post-construction services as needed for project closeout and warranty issues.

# ATTACHMENT 3

95% PS&E SUBMITTAL

Attachment 3A WLP 95% Plans.pdf

Attachment 3B-ProjectSpecs.pdf

Attachment 3C WLP 95% Estimate.pdf