



**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
AN ALL-ABILITIES PLAYGROUND MASTER PLAN AT KEN MERCER
SPORTS PARK FOR THE CITY OF PLEASANTON**

I. INTRODUCTION

The City of Pleasanton is issuing a Request for Qualifications (RFQ) to interested firms to prepare an All-Abilities Playground Master Plan at Ken Mercer Sports Park.

The goal for the master plan is to identify necessary components for a successful all-abilities playground, identify criteria that makes an all-abilities playground appealing for users, assist the City with public outreach, identify funding sources and opportunities, provide conceptual designs for an all-abilities playground that can be vetted with the community and various Committees, Commissions, groups, and City Council, establish a schedule, and develop an implementation plan for the improvements.

As part of the process the Consultant would develop an “Approach to Work”. The approach to work should reflect how the firm anticipates meeting this goal.

The “Scope of Work” included with this RFQ provides an outline of the anticipated tasks; however, the City anticipates the final “Scope of Work” will be developed with the assistance of the selected consultant.

The all-abilities playground master plan is budgeted for a not-to-exceed amount of \$80,000. The negotiated fee for services will be based upon the final “Scope of Work” agreed upon between the City and selected consultant.

II. BACKGROUND

The City of Pleasanton was incorporated in 1894 and has had a rich recreation history dating back to its beginning. Known as the “City of Planned Progress”, Pleasanton has always emphasized the importance that recreation provides to the community. The most recent Parks and Recreation Master Plan, prepared in 2014, identified 44 public parks and 1 public Pioneer Cemetery on 371 acres of parkland with roughly 250 acres of additional public open space and over 50 different playgrounds. Since the adoption of the master plan, the City has added the 2nd phase of Bernal Community Park, which included significant sports facilities and a 40-acre oak woodland with walking trails to provide passive

recreation, a new dog park, another neighborhood park, new tennis courts, a new trail, and various park and playground renovations.

In addition to identifying existing facilities, the master plan provided recommendations for future recreation. These recommendations identified the need for facilities that are inclusive of all populations and recommended more opportunities for inter-generational design and programming.

With the Parks and Recreation Master Plan serving as the foundation, and at the encouragement of residents and the City of Pleasanton's new residential community for individuals with special needs – Sunflower Hill, the Parks and Recreation Commission identified an All-abilities playground as their number one priority for fiscal year 2019/20. City Council received the recommendation from the Parks and Recreation Commission and adopted the all-abilities playground as one of the Council's priority Capital Improvement Program (CIP) projects for the 2019-2021 budget cycle.

Following the decision by City Council, the Recreation, Parks, and Landscape Architecture Divisions utilized 2019 to research and visit various all-abilities playgrounds throughout the San Francisco Bay Area. This research included a meeting with the landscape architect in Palo Alto that worked on the Magical Bridge playground; and meeting with staff members to review the Matteo's Dream playground in Concord, the Athan Downs playground in San Ramon, the May Nissen Park in Livermore, the Heather Farms playground in Walnut Creek and the all-abilities playground conceptual designs for the City of Dublin.

Utilizing the information collected from the site visits and research, staff compiled a checklist of site attributes necessary for a successful all-abilities playground. With these attributes in mind, staff researched and visited a variety of locations within Pleasanton to determine which City properties checked the boxes on the list and could accommodate an all-abilities playground.

Preferred All-Abilities playground attributes

- Ample parking
- Varied grades
- Restrooms
- Shade
- ADA access
- Centrally located in town
- Easy access to transportation/schools
- Additional park amenities
- Safe environment
- Sufficient play area (1-2 acres)
- No conflicting uses

Site locations reviewed by City staff

- Val Vista Community Park
- Amador Community Park
- Bernal Community Park
- Ken Mercer Sports Park; and
- Staples Ranch (undeveloped location)

At the January 9, 2020 Parks and Recreation Commission meeting the site attributes and potential locations were presented to the commissioners. The commissioners voted 5-0 to recommend that City Council explore an all-abilities playground at Ken Mercer Sports Park.

On September 1, 2020 City Council recommended to proceed with the design of an All-Abilities playground at Ken Mercer Sports Park.

With the amount of development occurring within Pleasanton over the last few years, including the newly completed addition of the Sunflower Hill community, the percentage of the population that has a disability (18.7% of the U.S. population has a disability including 12.2% of children ages 6-14), the desire to provide integrated play for children of all abilities, and to provide for multi-generational recreation opportunities, it is clear that an all-abilities playground would greatly benefit the community.

III. PROJECT SCHEDULE

- Advertise RFQ	September 16, 2020
- Statement of Qualification submittal deadline	October 15, 2020
- Interview notifications	November 2-6, 2020
- Conduct consultant interviews (if necessary)	Nov. 30-Dec. 4, 2020
- Select consultants	December 17, 2020
- City Council approval of contract	January, 2021
- Start of Contract	January 2021
- Plan Development/Public Outreach	Feb 2021 – Feb 2022
- Final All-abilities playground Concept Plan(s)	March 2022
- Adoption of All-Abilities Play Master Plan	March/April 2022

IV. SCOPE OF WORK

1. Prepare a detailed work plan and strategy which includes a feasibility study for an all-abilities playground at Ken Mercer Sports Park, public outreach, conceptual planning, and a schedule of meetings. A Commission or Committee will serve as the advisory group for the All-abilities playground process with input from other various community members and groups, Commissions, Committees, the Pleasanton Downtown Association, the Pleasanton Unified School District and, ultimately, adoption by City Council.

2. Review record drawings and all other planning and policy documents that relate to inclusivity. This will include, but not be limited to, review of the General Plan, Cultural Plan, and the Parks and Recreation Master Plan.
3. Assist the City with public outreach and community participation. The Parks and Recreation Commission (PRC) will be the primary guiding Commission and a representative from the chosen firm is expected to attend these meetings and assist the City with presentation preparation and delivery. The Consultant should account for 12-18 public meetings. It is also expected that the consultant will attend and help prepare for the other various public meetings and provide graphics for City run events (such as a booth at the Farmer's Market).
4. Create an All-Abilities Playground Master Plan that builds on the work, and is compatible with, the Parks and Recreation Master Plan and the direction provided by the Parks and Recreation Commission and City Council. The plan should incorporate the public outreach input and existing planning and policy documents. The consultant should plan for a master plan outline, at least two draft conceptual plans, and a final conceptual plan. The plan should:
 - a. Establish goals, policies, and programs for the all-abilities playground
 - b. Include research and lessons learned from other all-abilities playgrounds
 - c. Provide conceptual plan alternatives
 - d. Establish an implementation plan
 - e. Identify probable design, construction, and maintenance costs
 - f. Identify potential funding sources

V. STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENT

A. General

1. The SOQ shall be concise, well organized and demonstrate an understanding of the Scope of Services. The SOQ shall be limited to twenty-five (25) single-sided pages (8 1/2 inches X 11 inches), inclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back covers, cover letter, etc. Type size and margins for text pages should be in accordance with accepted standard formats for desktop publishing and processing and should result in no more than five hundred (500) words per page.
2. The SOQ will be evaluated based on the information submitted in accordance with Section X of this RFQ package.

B. Content

Elements of SOQ submitted in response to this RFQ shall be in the following order and shall include:

1. Executive Summary

Include an overview of the entire SOQ.

2. Identification of the Project Team

- a. Legal name and address of company
- b. Legal form of company
- c. Address(es) of office(s) working on the project
- d. Name, title, address and telephone number of the person to contact concerning the submittal

3. Experience and Technical Competence

Consultant shall describe their experience in completing similar consulting efforts. The description should focus on projects with similar outreach and plan requirements; ideally all-abilities playground projects or master plans. Consultant shall list a minimum of five (5) successful public projects of a similar nature completed in the last ten years. Name of clients and project managers, telephone numbers, the type of work performed, and the value of the contracts shall be included. Projects currently being performed may be submitted for the City's review.

4. Project Approach

Outline the project approach your firm plans to take and why. This should include how your firm plans to meet the City's goal for the all-abilities playground (as described in the Introduction Section of this RFQ).

5. Knowledge and Understanding of the Industry

Describe the project team's experience working in the industry. The industry may be defined as the City's, other similar local agencies', and the State's policies, practices, design criteria and standards that will be drawn upon to accomplish the project. The Consultant shall describe the involvement it has established for maintaining communication with clients' representatives.

6. Project Organization and Key Personnel

- a. The written SOQ must include a discussion of consultant's staffing plan and level of personnel to be involved, their qualifications, experience, resumes, roles, and the name of

the individual who will be in overall charge and responsible for coordination with the City. Indicate the role and responsibility of prime consultant and all sub-consultants. If applicable, indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements and permitting. Once proposed, no changes in the team composition will be allowed without prior written approval of the City.

- b. Identify proposed sub-consultants (if any) that will be retained to perform specified items of work listed in the "Scope of Services."

7. Schedule of Fees

- a. The "schedule of fees" will be negotiated with the selected firm. In the event that a fee for the required services cannot be negotiated with the selected top ranked firm, the City reserves the right to discontinue negotiations and begin negotiations with another firm.
- b. The statement of qualifications must include a "schedule of fees" which lists each personnel classification that will work on the project and the hourly rate charged for each classification by each fiscal year.

8. Exceptions 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 Standard Design Professional Services Contract, Attachment No. 1.

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

VI. METHOD OF PAYMENT

The method of payment to the selected Firms shall be on a time-and-material basis with a cumulative not-to-exceed contract limit. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis.

Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

VII. SUBMITTAL REQUIREMENTS

- A. A single copy of the SOQ shall be submitted electronically as a pdf to the City Clerk's email address. Only pdf copies shall be accepted. SOQ's submitted by facsimile are not acceptable and will not be considered.
- B. SOQ's shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Consultant 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.
- C. Statements must be received no later than **2:00 p.m., local time, on October 15, 2020**, Submit to:

pleasantoncityclerk@cityofpleasantonca.gov

Attention: Michele Crose, Assistant Director of Recreation
- D. SOQ's are to be submitted with the following information:
 - 1. Name of Consultant
 - 2. Project Title
 - 3. Consultant Project Manager's email and phone number
- E. Statements and/or modifications to Statements received after the hour and date specified above will not be considered.
- F. All proposals shall be submitted according to the specifications set forth in the RFQ. Failure to adhere to these specifications may be cause for rejection.
- G. Once submitted, proposals, including the composition of the consulting staff, shall not be changed without prior written consent.
- H. All requests for clarification for this RFQ must be made in writing. The City will only respond to written questions from consultants who have received this RFQ. The City cannot respond to verbal questions submitted by telephone or in person.

VIII. PRE-SUBMITTAL ACTIVITIES

- A. All questions relating to the RFQ shall be presented in writing at-least 96 hours prior to the due date to:

To expedite review and processing questions and to ensure that questions are received at-least 96 hours in advance of the due date the City requires submittal of questions via email:

Email address: mcrose@cityofpleasantonca.gov

- B. The City reserves the right to revise the RFQ prior to the indicated due date. City may consider extending the due date for RFQ due to significant revisions to “Scope of Services.”

IX. CONSULTANT NOMINATING AND SELECTION PROCESS

- A. A Consultant Selection Committee will be established for this project. Each member of the committee will evaluate each submitted Statement.
- B. The Committee will select a short-list of firms qualified for this project to participate in oral interviews. The interviews may be held in-person or via a video conference service. That determination will be made prior to the interviews based on the current County social distancing requirements and the City’s Covid19 compliance policies at the time.
- C. Based on qualifications provided in Statements and oral interviews, the committee will rank the consultants. The top-ranked firm will be the Selected Firm.
- D. The City reserves the right to make the final consultant selection based solely upon evaluation of the Statement of Qualifications, without short-listing firms or conducting oral interviews, should it find it to be in its interest to do so.
- E. The Committee, or a representative, will enter into negotiations with the selected firm. The negotiations will cover: “Scope of Work,” contract schedule, contract terms and conditions, technical specifications, and fees. If the Committee is unable to reach an acceptable agreement with the Selected Firm, the negotiations will be terminated and negotiations with another firm will be initiated.
- F. After negotiating a proposed agreement that is fair and reasonable, the Director of Library and Recreation will recommend to the City Manager, as appropriate, the approval of the agreement. Final authority to approve the agreement rests with the City Manager.

X. EVALUATION CRITERIA

Consultants will be evaluated on the following criteria:

A.	Project Understanding:	25 points
	<ol style="list-style-type: none"> 1. Comprehension of the Scope of Services 2. Awareness of the City's needs for the project 3. Familiarity with all-abilities playground projects 4. Overall interest in the project 	
B.	Project Team and Staffing Qualifications:	15 points
	<ol style="list-style-type: none"> 1. A combination of experience, education, and background in undertaking similar type projects 2. Level of involvement by firm's principals and project manager 3. Education and experience with childhood development 	
C.	Experience:	20 points
	<ol style="list-style-type: none"> 1. Relevant technical experience 2. Relevant playgrounds and master plans completed 3. Public outreach experience 4. Experience in working with Commissions/Committees 5. City's prior experience with the consultant 6. Familiarity with all-abilities playground standards 	
D.	Capabilities:	15 points
	<ol style="list-style-type: none"> 1. Writing and graphic capabilities 2. Past performance on all-abilities playground projects/plans 3. Stature in industry 	
E.	Local Sensitivity:	10 points
	<ol style="list-style-type: none"> 1. Governmental and regulatory agency familiarity 2. Knowledge of the local area 	
F.	Financial Responsibility, Budgeting, and Scheduling:	15 points
	<ol style="list-style-type: none"> 1. Outline of project schedule 2. Cost control techniques 3. On time/within budget 4. Grant funding and fundraising knowledge 5. Cost estimating experience and accuracy 6. Ability to complete the project on time 	
	Total	100 points

XI. SPECIAL CONDITIONS

- A. Reservations
This RFQ does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFQ, or to procure or contract for work.
- B. RFQ as a Public Record
All statements submitted in response to this RFQ become the property of the City and thus become public records and, as such, may be subject to public review.
- C. 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, including but not limited to: selection schedule, submittal date, and submittal requirements.
- D. Additional Information
The City reserves the right to request additional information and/or clarification from any or all respondents to this RFQ.
- E. Public Information
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.
- F. Contract for Professional Services
The selected consultants will be required to sign the Standard Professional Services Contract, Exhibit "A," and all other required certifications and documentation within fifteen (15) calendar days of Scope of Work and fee finalization.
- G. 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 "A," Standard Professional Services Contract, for additional information.
- H. 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.

XII. CITY'S RESPONSIBILITY

The City will provide the following information to the successful consultant as needed:

- A. Archive drawings and reports related to existing City facilities.
- B. City's standard specifications and design guide.
- C. Answering non-technical questions.
- D. Reviewing all consultants' deliverables and providing comments in a timely manner.

XIII. ATTACHMENTS

Attachment 1: Sample Design Professional Services Agreement
Attachment 2: All Abilities Playground Location Map

Thank you for your interest in contracting opportunities with the City of Pleasanton.

Sincerely,


Michele Crose (Sep 16, 2020 15:04 PDT)

Michele Crose
Assistant Director of Library and Recreation

DESIGN PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

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

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

[for an as-needed services, use the following: Consultant shall provide _____ services for the City of Pleasanton as requested by _____ Department, pursuant to individual Work Authorizations. This Agreement does not obligate the City to utilize Consultant exclusively for these services, and the City reserves the right to select other consultants for these services based on City need. City guarantees no level of work to be directed.]

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

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

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

5. **Compensation.** For the services to be rendered, City shall pay Consultant _____, as described more particularly in Exhibit B, which is attached and incorporated to the extent consistent with this Agreement. Payment shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed _____ unless the parties agree pursuant to Section 8, below.

a. Invoices submitted to City must contain a brief description of work performed, percentage of work completed, percentage of Agreement time used, percentage of Agreement amount expended and City reference number_____. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.

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

6. Sufficiency of Consultant's Work.

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

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

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

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

7. **Ownership of Work.** All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement ("materials") shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City, and Consultant waives and relinquishes

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

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

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

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

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

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

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law (including, without limitation, California Civil Code §§ 2782, 2782.6 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless, the City and its officers, agents and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) arising from, or alleged to have arisen from, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, reckless, or

willful misconduct of the Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities") in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, cost, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. To the extent that there is an obligation to indemnify under this Section 13, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, reckless or willful misconduct.

Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent such Liabilities are caused by the sole negligence, active negligence or willful misconduct of such Indemnitee. Obligation to defend shall be proportionate as to Consultant's percentage of fault as provided in California Civil Code § 2782.8.

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

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

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

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

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

e. Certificate of Insurance. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at

least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

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

g. Defense Costs. Coverage shall be provided on a "pay on behalf" of basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

h. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

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

To Consultant: _____

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

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

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

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

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

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

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

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

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

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

25. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, Consultant shall deliver its original wet ink signature to the City within thirty (30) days following Consultant's original delivery via facsimile, electronic mail or other transmission method, provided that failure to deliver such original ink signature shall not affect the validity of the electronic signatures that were delivered.

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

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

CITY OF PLEASANTON

CONSULTANT

Nelson Fialho, City Manager

By:

Signature

Print name

ATTEST:

Karen Diaz, City Clerk

Title: _____

Approved as to form:

Daniel G. Sodergren, City Attorney

By: _____
Signature

Rev. 3.19

Print name

Title: _____

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

Playground Information

1+ acre

Site Attributes

- Parking
- Varied grades
- Restroom (upgrade required)
- Shade
- ADA access
- Centrally located
- Easy access to transport/schools
- Additional park amenities
- Safe environment
- Sufficient play area
- No conflicting uses



All-Abilities Playground RFQ 2020 9-15

Final Audit Report

2020-09-16

Created:	2020-09-16
By:	Michele Crose (mcrose@cityofpleasantonca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhy8k0TFbTzvUUYvTNxMn-vXDj9iWJFmr

"All-Abilities Playground RFQ 2020 9-15" History

-  Document created by Michele Crose (mcrose@cityofpleasantonca.gov)
2020-09-16 - 10:02:34 PM GMT - IP address: 38.110.158.250
-  Document e-signed by Michele Crose (mcrose@cityofpleasantonca.gov)
Signature Date: 2020-09-16 - 10:04:13 PM GMT - Time Source: server - IP address: 38.110.158.250
-  Agreement completed.
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