

THE CITY OF



**REQUEST FOR QUALIFICATIONS**

for

**Geologic Hazard Abatement District Observation, GIS Mapping, and  
Recommendation Services**

**Date Released: September 30, 2020**

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

**Proposals are due prior to 2 p.m., October 30, 2020**

Request for Qualifications

for

**Geologic Hazard Abatement District Observation, GIS Mapping, and  
Recommendation Services**

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## INTRODUCTION

The City of Pleasanton's Engineering Department is requesting qualifications proposals (RFQ) for geologic/geotechnical engineering Consultants to provide observation, GIS mapping, and recommendation services for four existing Geologic Hazard Abatement Districts (GHADs) within the community. The term of contract will be (4-1/2) years beginning on January 1, 2021, and extending until June 30, 2025.

This RFQ describes the scope of services, the necessary components of the Statement of Qualification proposal, the Consultant selection process, and a sample copy of the Standard Professional Services Agreement. This RFQ also describes the required format for the submitted Statement of Qualifications.

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

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

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

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

Submit 3 hard copies and 1 electronic copy in PDF format on a USB flash drive of the Consultant's proposal. The hard copies and USB flash drive shall be mailed or submitted to the City of Pleasanton prior to 2 p.m., October 30, 2020. Proposals shall be submitted in a sealed package clearly marked "*RFQ – GHAD Observation, GIS Mapping, and Recommendation Services*" and addressed as follows:

Michael Stella, P.E., Senior Civil Engineer  
Engineering Department  
City of Pleasanton  
P.O. Box 520, 123 Main Street  
Pleasanton, CA 94566

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant.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 due date and time.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive.

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 as a result 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 of Pleasanton 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 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.

The anticipated consultant selection schedule is as follows:

Advertise:	September 30, 2020
Last date of Questions to be submitted:	October 21, 2020
RFQ Due:	October 30, 2020
RFQ review and evaluation:	November 2 – 6, 2020
Cost Negotiation with first ranked consultant:	November 16, 2020
City Council Award:	December 15, 2020
Contract Award and Notice to Proceed:	January 1, 2021

Any questions related to this RFQ shall be submitted in writing to the attention of Michael Stella, P.E., Senior Civil Engineer, via email at [mstella@cityofpleasantonca.gov](mailto:mstella@cityofpleasantonca.gov). Questions shall be submitted before 5 p.m., October 21, 2020. No oral question or inquiry about this RFQ will be accepted.

## **BACKGROUND AND CITY DESCRIPTION**

### **Background:**

A GHAD is a funding mechanism used to operate, monitor, maintain, repair, and eventually replace slope stabilization infrastructure, and to address soil movement or landslides should they occur. GHADs are formed when a geologic report prepared in accordance with Pleasanton Municipal Code Chapter 17.12 reveals land areas within a property that are unsuitable for either real estate development or structures for human occupancy due to evidence of prior earth movement or the potential for future earth movement. Based upon the findings of the geologic report, a Plan of Control is developed to construct infrastructure designed to lessen the likelihood that earth movement will occur, and to fund the repair of damage should earth movement occur. The infrastructure often includes slope stabilization measures such as drainage ditches, pipelines, rip rap armoring, etc.

GHADs are authorized by California Public Resources Code §26500 et seq., and are formed for the purpose of prevention, mitigation, abatement or control of a geologic hazard. A geologic hazard means "...an actual or threatened landslide, land subsidence, soil erosion...or other natural or unnatural movement of land or earth." GHADs are governed by a Plan of Control defined as "...a report prepared by an engineering geologist certified pursuant to Section 7822 of the California Business and Professions Code or a firm of engineering geologists which describes in detail a geologic hazard, its location and the area affected thereby, and a plan for the prevention, mitigation, abatement, or control thereof."

A GHAD, like any special assessment district, is designed to assess property owners for a benefit they receive that is special to them. The developers, in conjunction with the City, created each of GHAD to operate, monitor, maintain, repair and eventually replace the slope stabilization infrastructure they built as part of their respective housing developments. After establishment of each GHAD, annual assessments have been collected from property owners at the same time and in the same manner as property taxes.

There are currently four existing GHADs within the city, all located to the west of Foothill Road (listed north to south):

#	GHAD Name:	Tract #s:	Location:
1	Laurel Creek, known as "The Preserve"	Tracts 6400, 6590, 6951, and 7045	Foothill Drive/Laurel Creek Drive
2	Moller Ranch	Tract 6618	Foothill Road/Moller Ranch Drive and Foothill Road/Serenity Terrace
3	Lemoine Ranch	Tract 7176	Foothill Road/Oak Creek Drive
4	Oak Tree Farm	Tracts 6563 and 6748	Foothill Road/Oak Tree Farm Drive (opposite Verona Road)

All four of the GHADs were created prior to the passage of Proposition 218 in November of 1996 and have built-in escalation factors to compensate for inflation.

The adopted fiscal year budget for 2020-21 associated with each GHAD includes the following information:

#	GHAD Name:	Total Budget (including reserves & carry-overs):	Total Annual Assessment Revenue:	Annual Consultant Budget:
1	Laurel Creek	\$64,000	\$48,400	\$7,000
2	Moller Ranch	\$13,900	\$12,200	\$6,200

3	Lemoine Ranch	\$10,052	\$8,652	\$2,900
4	Oak Tree Farm	\$14,776	\$13,776	\$6,000

The Plan of Control for each GHAD is available for reference at the following webpage:

[https://cityofpleasantonca-my.sharepoint.com/:f/g/personal/mstella\\_cityofpleasantonca\\_gov/Er2a79BQvi1Cr3Svy10CdAkBz48P92U6lnKeif8y5Td7CA?e=jvSXfZ](https://cityofpleasantonca-my.sharepoint.com/:f/g/personal/mstella_cityofpleasantonca_gov/Er2a79BQvi1Cr3Svy10CdAkBz48P92U6lnKeif8y5Td7CA?e=jvSXfZ)

**City Description:**

Located at the junction of the I-580 and I-680 freeway interchange, Pleasanton is a community of approximately 80,000 residents, and is 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 at the center of the City. In addition, there are over 29,000 dwelling units in Pleasanton.

**SCOPE OF WORK**

**General:**

The City of Pleasanton is interested in contracting with a Consultant that will provide specified tasks related to GHAD observation, GIS mapping, and recommendation services. The work shall comply with the requirements of the following without limitation, and shall apply to this RFQ and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws (California Public Resources Code §26500 et seq., California Building Code Appendix J, etc.)
3. Local laws (Pleasanton Municipal Code §18.68, 18.76, etc.)

The Consultant shall comply with all insurance and business license requirements of the City of Pleasanton as indicated in the sample contract in Attachment 6.

**Services to be Provided:**

The following is a general scope of work anticipated under the contract. The detailed scope of work may change throughout the course of the contract, so the Consultant should be available to provide additional services upon request. Additional services may include, soil sampling and analysis, professional report preparation, geotechnical design, PS&E (plans, specifications, and estimating), and/or construction support. Additional services will be authorized by written amendment subject to concurrence over cost, extent, and schedule. Additional services, if authorized, will be within the

geographic boundary of the existing GHADs, or any future GHAD created during the course of the contract. Additional services are subject to funding availability, and are therefore not guaranteed.

The selected Consultant will provide core services including, but not limited to, the following:

1. Twice yearly visits to each GHAD (pre- and post-rainy season) to document the condition and performance of all slope stabilization measures discussed in the Plan of Control documents.
2. Ad hoc visits to any impacted GHAD after significant damage-inducing storm events to document the condition of the slope stabilization measures and assess the need for intervention.
3. Written and photographic documentation of any discovered deficiencies.
4. Upload of field reconnaissance documentation to a Geographic Information System (GIS) database compatible with the City's existing ESRI software system (.gdb format). Refer to the "Digital Submittals Requirements" document available at the following website:

<https://www.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=27232>

5. Printed or online (.pdf format) reports to include maps, attribute tables, photographs or similar documentation that can guide non-technical field personnel in addressing routine maintenance issues.
6. Specialized advice and/or formal professional recommendations for any observed deficiency that requires an 'engineered solution'. The City will make available all archival information needed to diagnose the problem, and will collaborate with Consultant on the solution.

### **Typical Deliverables:**

The following are examples of typical deliverables:

- Maps. See attachments for examples:
  - Attachment 1: Laurel Creek
  - Attachment 2: Moller Ranch
  - Attachment 3: Lemoine Ranch
  - Attachment 4: Oak Tree Farm
- GIS Data. See Attachment 5 for example.

## **Project Management and Administration for All Tasks**

### Project Management

- Professional staff shall supervise and scrutinize for accuracy the work of subordinates.
- Invoices shall be submitted after delivery and acceptance of software files and printed documentation required by the Scope of Services. Costs shall be assigned to each of the four GHADs and not comingled. The budget shall be evaluated prior to invoice submittal to assure costs remain within the allocation for each GHAD. Cost overruns shall not occur without prior written City approval.
- Professional staff shall ensure conformance with City Standards and requirements across all departments (Engineering, GIS, Finance).
- Professional staff shall participate in meetings or discussions if requested by City staff.

### Project Meetings

- Meeting will generally be conducted on an ad-hoc basis, either to explain the findings of a field reconnaissance effort, or to answer questions about any discovered deficiencies. Meetings may be conducted either in person, or via video conferencing software. The City currently uses Microsoft Teams as its video conferencing platform, but is open to other platforms preferred by the Consultant.

Thank you for your interest in this opportunity with the City of Pleasanton,

Sincerely,



Michael Stella, P.E.  
Senior Civil Engineer  
Engineering Department

## APPENDIX A – PROPOSAL REQUIREMENTS

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

The Proposal shall be limited to ten (10) one-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.

Proposals shall contain the following information in the order listed:

### 1. **Introductory Letter:**

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

Michael Stella, P.E., Senior Civil Engineer  
Engineering Department  
City of Pleasanton  
P.O. Box 520, 123 Main Street  
Pleasanton, CA 94566

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be 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 Qualifications describing its most important elements.

### 3. **Consultant Information, Qualifications & Experience:**

The City of Pleasanton will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These 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 five (5) years which include the following information:

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

**4. Organization and Approach:**

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

**5. Scope of Work:**

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. *(Not applicable.)*

**6. Schedule of Work:**

*(Not applicable.)*

**7. Conflict of Interest Statement:**

The proposing Consultant shall disclose any financial, business or other relationship with the City of Pleasanton that may have an impact upon the outcome of the contract [*Last part of sentence deleted – Not applicable*]. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract

*[Last part of sentence deleted – Not applicable]. [Sentence deleted – Not applicable].*

**8. Litigation:**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

**9. Contract Agreement:**

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 6.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

**10. Federal-Aid Provisions:**

*Not applicable.*

**11. Cost Proposal:**

*[Paragraph deleted. Not applicable.]*

In order to assure that the City of Pleasanton is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the RFQ shall include a cost proposal for standard hourly rate for each anticipated staff member or classification required to provide services outlined in the RFQ. Proposing Consultants will be required to submit certified payroll records, as required. **Cost proposal shall be 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 consultant has been selected. The 2-3 highest ranked consultant's cost proposal is opened just prior to negotiations. All other cost proposals are returned unopened after contract execution. Consultant shall prepare a specific rate of compensation Fee estimate establishing rates for the overall contract.

## 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 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.

### **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 is seventy-five (75) points.

		<b>Rating Scale</b>
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.
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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	5
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	10
8	References	10
<b>Subtotal:</b>		<b>75</b>

**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 geologic/geotechnical engineering services.

**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):**

*[Not applicable. Consultants will be automatically given these points.]*

**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.

- b. Lists current clients who may have a financial interest in the outcome of this contract.
- c. [Not applicable].

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

- a. A statement addressing firm’s ability to establish an office within the County or surrounding area.

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

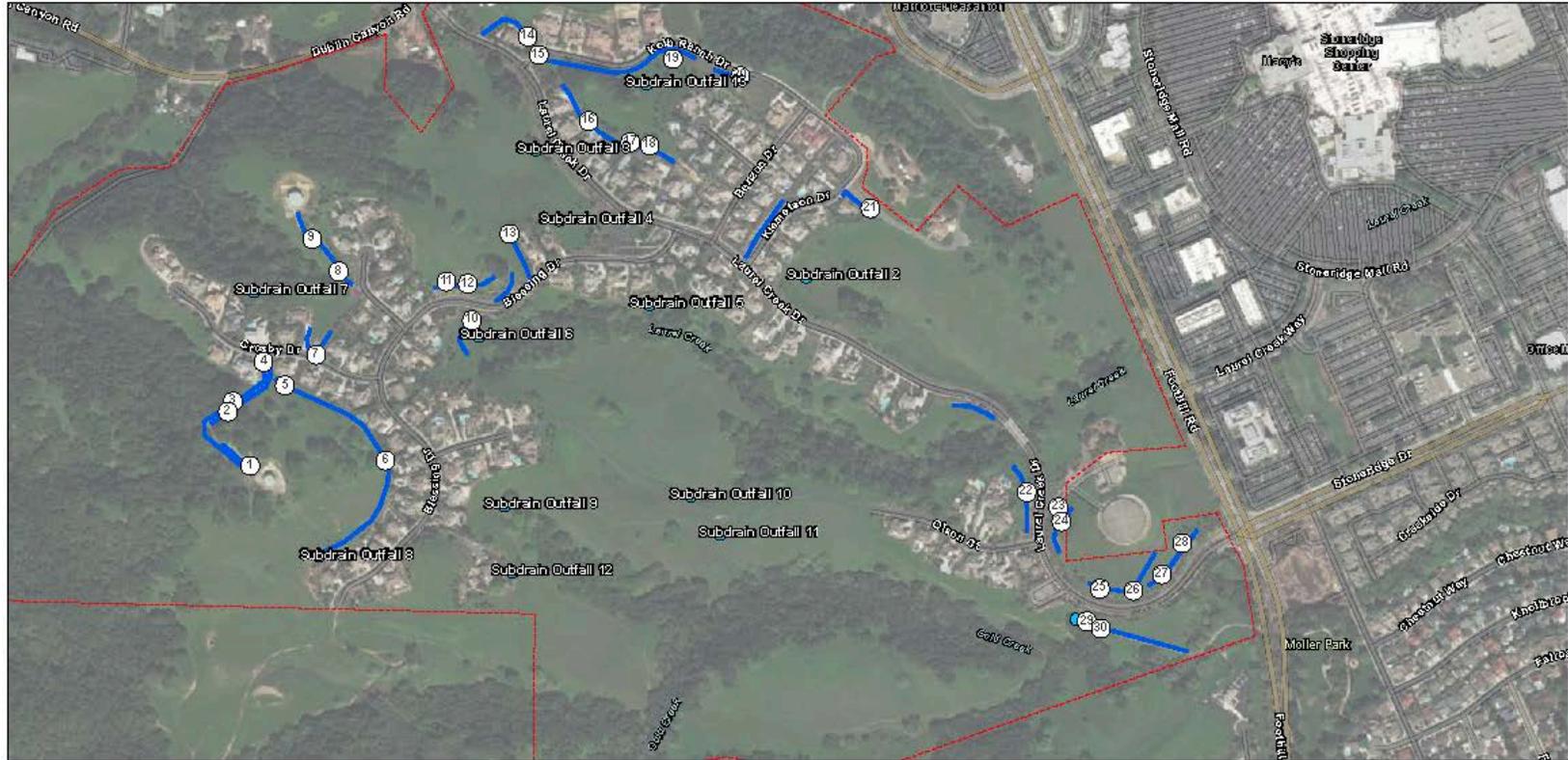
- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

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	5	5	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		10	
8	References		10	
<b>Total:</b>			75	

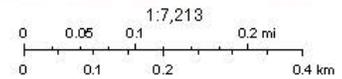
# ATTACHMENT 1

## Laurel Creek GHAD



9/28/2020, 11:01:30 AM

- Site Condition (Spring 2020)
- Subdrain Outlet
- Concrete Lined Drainage Ditches
- ▭ GHAD Boundary



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

USDA FSA | Esri Community Maps Contributors, Building Footprints, USA, Esri, HERE, Garmin, SwireGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDR | Michael Sells, P.E.





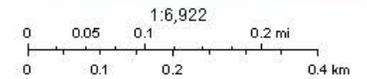
# ATTACHMENT 4

## Oak Tree GHAD



9/28/2020, 11:10:45 AM

- Site Condition (Spring 2020)
- Storm Drain Inlet
- Concrete Lined Drainage Ditches
- - - GHAD Boundary



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community.  
 Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS  
 USDA FS A | Esri Community Maps Contributors, City of Fremont, Building Footprints, USA, Esri, HERE, Garmin, SwireGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDR, |

# ATTACHMENT 5

**Info Summary** [↑] [×]

Site Condition (Spring 2020) 11

- 4/22/2020 - Depression caused by animal burrowing and surficial erosion of bare soils on slope.
- 4/22/2020 - Erosion around edges of wooden structure from runoff water.
- 4/22/2020 - Incised channel from downslope rain runoff has deepened since our last monitoring.
- 4/22/2020 - Soil creeping over edge of concrete-lined drainage ditch with buildup of leaves and debris deposited in ditch.
- 4/22/2020 - Downed tree branches disposed of in roadway.
- 4/22/2020 - Buildup of leaves and debris in concrete-lined drainage ditch.
- 4/22/2020 - Buildup of leaves and debris in concrete-lined drainage ditch.
- 4/22/2020 - Overgrown vegetation obstructing concrete-lined drainage ditch.
- 4/22/2020 - Erosion fabric exposed under trees.
- 4/22/2020 - Overgrown vegetation blocking concrete-lined drainage ditch access.
- 4/22/2020 - Soil erosion above and below concrete-lined drainage ditch.

Site Condition (Fall 2019)

Site Condition (Spring 2019)

Site Condition (Fall 2018)

Site Condition (Spring 2018)

**Site Condition (Spring 2020)** [□] [×]

Site 1  
Condition ID  
Condition Depression caused by animal burrowing and surficial erosion of bare soils on slope.  
Comment Continue to monitor condition.  
Field Rep MB  
Date 4/22/2020

Attachments:  
[Photo 2.jpg](#)  
[Photo 1.jpg](#)  
[Zoom to](#)



# ATTACHMENT 6

## Sample Contract Agreement

- Exhibits A & B
- Certificate(s) of Insurance
- Professional Liability Insurance
- W-9

### DESIGN PROFESSIONAL SERVICES AGREEMENT

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

#### RECITALS

- A. Consultant is qualified and experienced in providing \_\_\_\_\_ services for the purposes specified in this Agreement.
- B. City finds it necessary and advisable to use the services of Consultant for the purposes provided in this Agreement.

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

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

*[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.

Page 1 of 7

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

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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 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, subcontract, 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.

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: