



**REQUEST FOR PROPOSAL
FOR
CITY OF PLEASANTON
PLEASANTON TRAVEL ACTION PLAN**

February 24, 2025

Basic Services

The City of Pleasanton was awarded a federal Safe Streets and Roads for All (SS4A) grant to develop Pleasanton's first Citywide Pleasanton Travel Action Plan (PTAP). The City is requesting proposals from firms qualified to perform the following:

- Assist the City of Pleasanton develop a Travel Action Plan that will:
 - Supports elements of the US Department of Transportation's (DOT) Safe Systems Approach with objectives that produce safer people, safer roads, safer vehicles, safer speeds, and post-crash care.
 - Address the eight (8) components the US DOT considers essential in developing an Action Plan: Leadership Commitment and Goal Setting, Planning Structure, Safety Analysis, Engagement and Collaboration, Equity Considerations, Policy and Process Changes, Strategy and Project Selections, Progress and Transparency.
 - Addresses eligibility needs for the Highway Safety Improvement Program (HSIP), California and Federal Active Transportation Program (ATP), and implementation projects funded by the SS4A programs.

I. Project Overview and Related Information

The PTAP will review crash data to identify engineering and non-infrastructure recommendation to enhance safety for travelers utilizing the City's Transportation network. The PTAP will address multiple needs to evaluate crash history, collaborate among stakeholder working group, and update the active transportation network. The PTAP will provide a single planning document that meets the requirements for a Local Roadway Safety Plan (LRSP) and will be compatible with the City of Pleasanton Bicycle & Pedestrian Master Plan (BPMP) - currently being updated, separately. Preparation of the PTAP will develop capital projects and programs to reduce traffic crash fatalities and serious injuries on all City public roads, while addressing the 5 E's of transportation safety: Engineering, Enforcement, Education, Emergency Services, and Equity. A dedicated Stakeholder Working Group (SWG) will be assembled consisting of multidisciplinary partners with overlapping interest in transportation safety.

City of Pleasanton was awarded a Federal SS4A grant to develop the Pleasanton Action Plan, as such, development of this plan shall be in accordance with 2 CFR part 200, and the General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program, Articles 7-30.

Additional details for the scope of work for this work is described in Section VIII, "Scope of Work."

II. INSTRUCTIONS TO PROPOSERS

A. Procurement/Milestone Schedule

The estimated procurement schedule dates are as follows:

ACTIVITY	DATE/TIME
Issue RFP	February 24, 2025
Deadline to Submit Questions	March 7, 2025, 4:00 PM
Questions Answered via Addendum(s)	On or before March 14, 2025
Deadline to Submit Proposal	March 24, 2025, 4:00 PM
Interviews	Week of March 31, 2025, TBD (if needed)
Anticipated Contract Award	May 6, 2025 (Tentative)

All dates set forth in this RFP are subject to change, at the City's sole discretion, in which case they would be provided to Consultants as an Addendum.

B. Project Point of Contact

All communications with City of Pleasanton shall be with the Designated Point of Contact identified herein and shall be submitted through email:

Cedric Novenario, P.E.
Senior Traffic Engineer
City of Pleasanton
200 Old Bernal Avenue
Pleasanton, CA 94566
Email: cnovenario@cityofpleasantonca.gov

C. Examination of Proposal Documents

By submitting a proposal, the Consultant represents that it has thoroughly examined and has become familiar with the work required under this RFP, and that it is capable of performing quality work to achieve the City of Pleasanton's objectives.

D. Addenda/Clarifications

Proposers are asked to carefully review this RFP document. Questions or comments regarding this RFP must be put in writing and must be received by City of Pleasanton no later than 4:00 p.m. Pacific Standard Time on Friday, March 7, 2025. Correspondence shall be addressed to the Designated Point of Contact.

Questions must be submitted via email to cnovenario@cityofpleasantonca.gov by the date and time stated above. Responses from City of Pleasanton will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated above will not be accepted and will be returned to the senders without response.

E. Submission of Proposals

All proposals shall be submitted to the address for the Designated Point of Contact no later than 4:00 p.m. Pacific Standard Time on Monday, March 24, 2025.

The Consultant shall submit five (5) hard copies and one (1) electronic copy on a USB hard drive of its proposal in a sealed envelope. Consultant shall submit a cost proposal in a separate, sealed envelope. Proposals shall be addressed as noted above, bearing the Consultant's name and address, and clearly marked as follows:

“RFP for Pleasanton Travel Action Plan (PTAP)”

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant/Consultant Team that are submitted as part of the proposal will become the property of City of Pleasanton when received by City of Pleasanton and may be considered public information under applicable law. Any proprietary information in the proposal should be identified as such. The City of Pleasanton will not disclose proprietary information to the public, unless required by law; however, City of Pleasanton cannot guarantee that such information will be held confidential.

F. Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering to the City of Pleasanton a written request for withdrawal signed by, or on behalf of, the Consultant.

G. Rights of the City of Pleasanton

This RFP does not commit City of Pleasanton to enter into a Contract, nor does it obligate City of Pleasanton to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City of Pleasanton may investigate the qualifications of any Consultant/Consultant Team under consideration, require confirmation of information furnished by the Consultant, and require additional evidence or qualifications to perform the services described in this RFP.

The City of Pleasanton reserves the right to:

1. Reject any or all proposals.
2. Issue subsequent Requests for Proposal.
3. Postpone reviewing proposals for its own convenience.
4. Remedy technical errors in the Request for Proposal process.
5. Approve or disapprove the use of particular subconsultants.
6. Solicit best and final offers from all or some of the Proposers.
7. Award a contract to one or more Proposers.
8. Waive informalities and irregularities in proposals.
9. Conduct interviews at its discretion.

H. Agreement Type

It is anticipated that the City of Pleasanton will award a professional services agreement (“Agreement”). If awarded, the Agreement will be based on a cost “not-to-exceed” form of payment with an estimated term of up to 24 months.

The total available funds to prepare and complete the PTAP is \$300,000. This RFP does not commit the City of Pleasanton to enter into such agreement nor does it obligate the City of Pleasanton to pay for costs incurred in preparation or submission of proposals or in anticipation of entry into an Agreement.

I. Exceptions to the Agreement

Proposers shall be prepared to accept the terms and conditions of the Agreement and the Insurance and Indemnification requirements. If a Consultant desires to take exception to the above, Consultant shall provide the following information as a section of the Proposal identified as “Exceptions to the Agreement.”

The exceptions to the agreement shall include the following:

- Consultant shall clearly identify each proposed change to the Agreement, including all relevant Exhibits.
- Consultant shall furnish the reasons therefore as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the Agreement or proposed compensation terms may be determined by the City of Pleasanton, at its sole discretion, to be unacceptable and no longer considered for award. Only the exceptions stated in the Proposal will be considered when negotiating the Agreement.

J. Collusion

By submitting a proposal, each Consultant represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Consultant has not, directly or indirectly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Consultant has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

K. Disclosure

Please identify in the proposal any relationships of the project manager or firm with any of the various stakeholders / property owners in the vicinity of the project that could potentially be impacted by the project.

L. Audit Report/Requirements

Proposers must agree to abide by the requirements in Chapter III, paragraph 4 of FTA Circular 4220.1F. Every Consultant that has been the subject of any audit report by any government or public agency or qualified independent CPA must attach with its proposal the latest such audit report, including direct labor, materials, fringe benefits and general overhead.

Proposers must also agree to submit cost or pricing data in accordance with 48 CFR Part 15.408 Table 15-2.

M. Federal Requirements for SS4A

Development of this plan shall be in accordance with 2 CFR part 200, and the General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program, Articles 7-30.

III. Proposer's Minimum Qualifications

A. General Qualifications

1. The Consultant and its consulting team shall have sufficient experience in Local Roadway Safety Plans, Bicycle and Pedestrian Master Plans, and Complete Streets.
2. The Consultant/Consultant Team shall have experience in crash data analysis and engineering design including, but not limited to site investigations, special studies, preliminary engineering, traffic signal design, design of bicycle and pedestrian facilities.
3. The Consultant/Consultant Team shall be familiar with the principles, standards, best practices, and procedures from Federal Highway Administration's (FHWA) Safe System Approach, FHWA Data Driven Countermeasures, Caltrans' requirements, policies, procedures, manuals and standards related to Local Roads and Streets Plans, pedestrian and bicycle safety, complete streets, proven safety countermeasures, as well as best practices from National Association of City Transportation Officials (NACTO).
4. The Consultant/Consultant Team shall have consensus building skills, extensive experience in conducting public outreach meetings, and have excellent communication skills.

IV. Evaluation and Selection

The City of Pleasanton will conduct an initial review of the proposals for general responsiveness and compliance as indicated in the RFP. Proposals failing to satisfy the requirements in this RFP will not be considered.

A. Technical Evaluation Criteria – The following criteria will be used to evaluate the technical proposals/interview:

1. FIRM AND KEY STAFF'S CAPABILITIES AND RELEVANT EXPERIENCE – 30 points
Evaluation of this criterion will be based on the consultant firm's resources and capabilities, the Project Manager's (PM's), and if applicable, the Assistant Project Manager's (APM's) and other key staff's relevant experience, including staff from subcontractors on similar or related projects. The relevant experience shall be for projects similar in nature to developing and completing the PTAP, specific experience includes helping local agencies who have received a Federal SS4A action plan grant develop and complete an action plan that satisfies the requirements of the SS4A grant program. The consultant should describe their specific experience related to the FHWA Safe System Approach, crash analysis work, identifying proven countermeasures and non-infrastructure solutions, active transportation solutions for disadvantaged communities and bicycle and pedestrian master plan updates, identifying, convening, and leveraging a Stakeholder Working Group to support the development of the plan.

2. WORK PLAN/METHOD OF EXECUTION FOR THE PROJECT – 40 points
Evaluation of this criterion will be based on the Consultant's approach to the project as described in the scope of work, Section VIII. Key components of this criterion are the proposer's understanding of the City's existing transportation and travel conditions, traffic safety philosophy, challenges for developing and completing the plan challenges for implementing solutions identified in the plan AND working within the framework of the SS4A grant requirements.

The work plan and method of execution shall consider the following:

- Support elements of the US Department of Transportation's (DOT) Safe Systems Approach with objectives that produce safer people, safer roads, safer vehicles, safer speeds, and post-crash care.
- Address the eight (8) components the US DOT considers essential in developing an Action Plan: Leadership Commitment and Goal Setting, Planning Structure, Safety Analysis, Engagement and Collaboration, Equity Considerations, Policy and Process Changes, Strategy and Project Selections, Progress and Transparency.
- Addresses eligibility needs for the Highway Safety Improvement Program (HSIP), California Active Transportation Program (ATP), and implementation projects funded by the SS4A programs.
- How the work plan/product will address Racial Equity and Barriers to Opportunity. The SS4A grant agreement requires the plan develop Equity-driven programming and infrastructure treatment recommendations to enhance transportation safety benefiting this underserved population within the City. Enhancing safety for modes of transportation not requiring ownership of a personal vehicle, such as bicycling, walking and transit,

- supports equity through low cost transportation mobility and access to employment, education, healthcare, and recreation.
- How the work plan/product will address Climate Change and Environmental Justice Impacts. The SS4A grant agreement requires the plan identify transportation improvements that will reduce environmental burdens citywide by enhancing low-emission modes of transportation such as walking, bicycling and transit. The enhancements will thereby benefit the population living with the highest exposure by reducing burden levels and exposures.

The above information shall be integrated within the consultant's presentation of the following: approach for project management, approach for developing a work plan, approach to project communication, approach to identifying and evaluating systematic transportation/traffic needs, approach to evaluating and selecting countermeasures, consideration of local community needs, consideration of a multimodal approach to the project, consideration of existing and future area land development, approach for developing and maintaining schedule, and approach to quality assurance and quality control.

The Consultant/Consultant Team should provide visual examples of their plan approach to this project, plan needs, and identification of challenges or project concerns.

3. Allocation of Labor and Proposed Schedule – 20 points

Evaluation of this criterion will be based on percentages allocated to the major subtasks for the project and on the overall proposed duration for completing the PTAP on the project to reflect the consultant's overall understanding of the project requirements. This information should be provided in an exhibit as part of the main technical proposal. It is estimated that the work will take approximately up to 24 months from the time of award of consultant contract.

4. Cost – 10 points

Evaluation of this criterion will be based on the consultant's knowledge and experience with the FHWA's Safe System Approach, Countermeasures, and SS4A grant requirements as identified in the Appendix.

B. Evaluation Procedure

1. Proposal Evaluation

The City of Pleasanton will evaluate proposals based on the preestablished criteria to determine the successful Consultant/Consultant Team or establish a shortlist of firms to interview.

2. Consultant Interviews

The City of Pleasanton reserves the right to conduct consultant team interviews based on the initial technical scoring of the proposals. If the City elects to conduct consultant team interviews, up to three consultant teams will be invited. Final scoring to select the top-ranked proposer will be based on the stated technical evaluation criteria.

Consultants are asked to keep the week of March 31, 2025 available in the event the Review Board conducts interviews (if needed). If invited to an interview, the City of Pleasanton will notify proposers

regarding the schedule and other pertinent interview information. Typically, the interview is scheduled for one hour and requires the Project Manager to be a lead participant.

V. Protests

A. Solicitation Phase

Prior to the closing date for submittal of proposals, Consultant may submit to City of Pleasanton protests regarding the procurement process, or alleged improprieties in specifications or alleged restrictive specifications. Any such protests shall be filed no later than 10 working days prior to the scheduled closing date. If necessary, the closing date of the solicitation may be extended pending a resolution of the protest.

B. Pre-Award

Protests dealing with alleged improprieties in the procurement or the procurement process that can only be apparent after the closing date for receipt of proposals shall be filed within 5 working days of issuance of the Notice of Recommended Award. Protests shall contain a statement of the grounds for protests and supporting documentation. Protestor will be notified of the City of Pleasanton's final decision prior to issuance of Award.

A Consultant may discuss the Procurement Documents with the City of Pleasanton. Such discussions, however, do not relieve Consultant/Consultant Team from the responsibility of submitting written protests as required by the City of Pleasanton.

Consultant's requests and protests shall be addressed to the Designated Point of Contact.

VI. Insurance Requirements

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

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

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

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

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

VII. Proposal Format and Content

Proposals shall be printed and be: 1) as brief as possible, no more than 20 pages excluding attachments and resumes, and 2) not include any unnecessary promotional material. Five (5) copies of the complete proposal, along with one (1) electronic copy of the complete proposal in MS Word or PDF format on a USB drive are required. Cost proposal must be submitted in a separate sealed envelope, see Attachment B. For ease of handling, it is requested that standard 8 -1/2 x 11" paper and 11-point minimum font size be used with the simplest possible method of fastening (except that paper clips shall not be used), considering the size of the proposal. For graphics, such as maps, 11" x 17" paper may be used. The nature and form of response are at the discretion of those responding, but shall include a discussion of the following:

1. Proposal General Information Form (Attachment A)

Complete and place in the front of all proposals. Note – Proposal consists of addressing Items 2-5 below.

2. Qualifications of the Firm/Project Staffing

This section shall include a brief description of the firm's size as well as the local organizational structure. Include a discussion on the firm's financial stability, capacity and resources. This section should also include a brief description of the Consultant's and subconsultant's qualifications and previous experience on similar or related projects.

This section shall discuss how the Consultant would staff this project. Consultant project team members shall be identified by name, location, and specific responsibilities on the project and description of level of effort. An organizational chart for the project team and brief resumes for key personnel shall be included. Key Consultant personnel will be an important factor considered by the Review Board. There can be no change of key personnel once the proposal is submitted, without the prior approval of the City of Pleasanton.

This section should also include the Project Manager's experience relevant to the successful completion of the project. The relevant experience includes experience working on developing planning documents like Local Roadway Safety Plans, Bicycle/Pedestrian Master Plans,

experience working within the framework of the SS4A grant requirements and within the ideals of the US DOT's Safe Systems Approach. Three examples of projects managed by the proposed Project Manager and key staff shall be provided showing supporting evidence of meeting the Project Manager criteria. The name of the project and the client contact information and specific information on the role of the Project Manager and key staff shall be provided.

3. Work Plan/Scope of Work/Schedule

By presentation of a well-conceived work plan, this section of the proposal shall establish the Consultant's understanding of the City of Pleasanton's objectives and work requirements and Consultant's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required work, outlining key technical issues and the activities that would be undertaken in completing the various tasks and specifying who would perform them. Include a timetable for completing all work specified in the Section VIII, Scope of Work and highlighted in Section IV A. 2. The Consultant may also suggest innovations that have been used successfully on other projects and which may facilitate the completion of this project within the prescribed time frame. This section should also include the proposer's approach to the project including the Consultant's understanding of the key issues for the project. This includes but is not limited to the following: project management approach, approach to project communication and the project development team, public outreach, approach to accident analysis, pattern identification, approach for countermeasure identification and approach to project priorities.

4. Project Level of Effort/Schedule

It is the responsibility of each proposer to examine and obtain a full understating of the required scope of services as suggested in this RFP and propose an appropriate staffing plan. The proposer shall identify all key team members, their specific roles for this contract, and to indicate the percentages that each member will spend on each definite task defined in Section VIII, Scope of Work, and Section IV A.2, and on the overall proposed duration and schedule for completing the work.

5. Cost/Pricing Information Proposal

This form shall include the Consultant's price for performing the services defined in the scope of work. The form must be completed and submitted with the proposal. Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work, and, therefore, cause the proposal to be rejected as being non-responsive. Consultant's will be required to submit the firm's most recent complete financial statements, including footnotes and auditor's opinion or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

Cost/Pricing Information: Consultant shall submit one (1) copy of the cost proposal in MS Word or PDF format on a USB drive, in a separately sealed envelope, clearly labeled "Cost/Pricing Information," including the following:

- Cost Proposal Form(Attachment B)

- Designation of Subcontractors, Suppliers & Subconsultants Form (Attachment C)

- a. Exceptions to the Agreement

This section shall include any exceptions the Proposer has taken to Exhibit A, entitled “Sample Design Professional Agreement.”

VIII. Scope of Work

This RFP seeks to develop and complete a PTAP with principles that adhere to FHWA Safe Systems Approach, Data Driven Countermeasures, Caltran’s Local Road Safety Program and Countermeasures.

The scope of work to develop and complete the PTAP are identified below:

City of Pleasanton Travel Action Plan

Scope of Work

	Task	Description	Deliverables
Task 1: Project Management			
1.1	Project Team	Organize monthly project development team meetings	Monthly PDT Meetings (Assume 18 months).
1.2	Invoicing and Reporting	Monthly invoicing and project reporting	Monthly Status Summary and Invoice (Assume 18 months).
Task 2: Stakeholder Working Group			
2.1	Establish Stakeholder Working Group	Identify project stakeholders representing the 5 E's of transportation safety: Engineering, Enforcement, Education, Emergency Response, and Equity. Work with City staff to refine the list of participants.	Draft and Final Stakeholder Working Group Invite List.
2.2	Stakeholder Working Group Meetings	Host Stakeholder Working Group Meetings to discuss opportunities for transportation engineering improvements and programming, identify focus areas, build support for the PTAP, and disseminate outreach information.	Organize and provide materials for Stakeholder Working Group Meetings (Assume 4 meetings).
Task 3: Existing Conditions and Needs Analysis			
3.1	Background Documents Review	Summarize relevant safety-related plans, policies, and programs from the City and prepare a memorandum with a summary of review and their relationship to the PTAP and past or future traffic safety decisions for the	Background Documents Review (Technical Memorandum)
3.2	Crash Data Collection	Obtain the five most recent years of crash data from the California Statewide Integrated Traffic Records System (SWITRS) database and compare against fatal and injury crash data from the UC Berkeley Transportation Injury Mapping System (TIMS) involving vehicles, bicycles, and pedestrians, as well as any available supplementary data from the City of Pleasanton and its crash reporting partners.	Crash Database
3.3	Crash Data Analysis	Develop descriptive statistics of crash severities, types, and primary contributing factors using cross tabulations, graphs, and summary charts. Include key findings related to factors such as personal attributes/human factors, vehicular and equipment factors, and roadway and environmental factors.	Crash Data Mapping and Analysis (Technical Memorandum)
3.4	Field Conditions Review	Conduct field conditions review at the up to five (5) high injury network (HIN) locations identified during the crash data analysis.	Field Review Notes and Photographs (5 Study Locations)
3.5	Bicycle and Pedestrian Plan Compatibility	Inventory the projects and programs implemented within the jurisdiction from the Pleasanton Bicycle and Pedestrian Plan and Plan Update	Bicycle and Pedestrian Plan Compatibility (Technical Memorandum)
Task 4: Recommendations			
4.1	Identify Areas of Concern	Utilize descriptive statistics of crash severities, types, and primary contributing factors from Task 3.2 to identify Areas of Concern.	Areas of Concern Identification
4.2	Programming Identification	Identify Non-infrastructure solutions to address behaviors that lead to crashes. Non-infrastructure solutions will be reviewed with the SWG include recommendations related to the 5 E's and Areas of Concern.	Non-Infrastructure Solutions Identification
4.3	Countermeasure Identification	Assemble a comprehensive list of infrastructure-based countermeasures for evaluation and screening. Screen countermeasures according to effectiveness, implementation feasibility, maintenance cost, and consistency with agency policies, practices, and experiences. Produce a list of most likely countermeasures that can address the crash history and trends within the City of Pleasanton.	Infrastructure Treatments Identification
4.4	Implementation Actions	Summarize the identification of project recommendations, including Non-infrastructure Programming and Infrastructure Countermeasures. Provide a well-defined set of Implementation Actions covering project submission to the HSIP and necessary programming steps upon	Infrastructure and Non-infrastructure Implementation Actions
Task 5: Report Development			
5.1	Draft Plan	Draft Pleasanton Travel Action Plan and posting online for public input.	Administrative and Draft Plan
5.2	Final Plan	Final Pleasanton Travel Action Plan	Final Plan
Task 6: Plan Adoption			
6.1	Summary Presentation	Presentation slide deck and collateral for Council/Commission Presentation	Presentation Slide Deck and Fact Sheet for City Posting Hard/Digital Copy

ATTACHMENT A
PROPOSAL GENERAL INFORMATION FORM

Instructions: Please complete this form and include in each copy of your proposals. On a separate page, list all subconsultants; include company name, address, phone number and type of service.

Company Name _____

Street Address _____

City/State/Zip _____

Phone No. _____ Fax No. _____

Federal Taxpayer I.D. No. _____

POINT(S) OF CONTACT:

Primary: _____ Alternate: _____

Name/Title: _____ Name/Title: _____

Phone No. _____ Phone No. _____

Cell Phone. _____ Cell Phone. _____

E-mail: _____ E-mail: _____

AUTHORIZED SIGNATORIES:

Primary:

Name/Title: _____ Signature: _____

Alternate:

Name/Title: _____ Signature: _____

ATTACHMENT B

SAMPLE COST PROPOSAL FORM

Cost Proposal for Project Study Report – Project Development Support			
Lead Consultant:			
Direct Labor (Specify)	Estimated Hours	Rate/Hour	Estimated Cost (\$)
Total Direct Labor			
Labor Overhead	Overhead Rate	X BASE =	Estimated Cost (\$)
Total Labor Overhead			
Total Direct Labor and Overhead Cost			
Subconsultant Costs (Attach Separate Itemization)			
Other Direct Costs (Attach Separate Itemization)			
Total Project Cost			

Signature of Authorized Representative: _____

Name and Title of Authorized Representative: _____

**DESIGNATION OF SUBCONTRACTORS, SUPPLIERS & SUBCONSULTANTS
 FOR
 DATA COLLECTION REQUIREMENTS
 (SUBMIT IN A SEPARATELY SEALED ENVELOPE)**

Lead Consultant: _____

Lead Consultant shall completely fill in the form below for each proposed subcontract for all subcontractors, suppliers of materials, and subconsultants. Include all firms, regardless of ethnicity, gender or SBE/DBE status. Some information, such as ethnicity and gender is for information purposes only.

This form is to be completed and submitted with your proposal.

Subconsultant/Subcontractor	City/State	Portion of work	Estimated Dollar Amount of Subcontract

Total Proposed Amount: \$ _____

Amount to be subcontracted: \$ _____

Percent to be subcontracted: _____%

ATTACHMENT D

EXCEPTIONS TO THE AGREEMENT

This form shall include any exceptions the Consultant takes to the Agreement. If Proposer takes no exceptions, check the field "Proposer takes no exceptions" below.

"Consultant takes no exceptions"

Identify Exceptions below:

Consultant:

Signature of Authorized Representative: _____

Name and Title of Authorized Representative: _____

EXHIBIT A
SAMPLE AGREEMENT FORM

- Attachments A, B, & C
- Certificate of Insurance
- Professional Liability

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Indemnity and Hold Harmless**. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or

liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

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

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

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

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

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

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

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

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

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

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

To Consultant: _____

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

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

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

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

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

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

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

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

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

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

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

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

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

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:

Title

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

ATTACHMENT A

General Information/Scope of Work

ATTACHMENT B

Cost Proposal

ATTACHMENT C

Designation of Subcontractors or Subconsultants