



**REQUEST FOR PROPOSALS  
PROFESSIONAL SERVICES ASSISTANCE IN THE  
PREPARATION OF AN UPDATE TO THE  
PLEASANTON CLIMATE ACTION PLAN**

---

**Date:** August 8, 2019  
**To:** Interested Consultants  
**From:** Megan Campbell, Associate Planner  
**Subject:** Request for Proposals for professional services related to updating the City of Pleasanton's Climate Action Plan

---

## Background

Pleasanton is a city of approximately 83,000 residents located at the intersection of I-580 and I-680 in eastern Alameda County. The City is bordered on the north by the City of Dublin and on the east by the City of Livermore. Land to the west and south of the City includes open space, agriculture, and permanently protected ridge lands.

The City's current Climate Action Plan (CAP) was adopted in 2012 and was created to help Pleasanton do its part towards addressing climate change and meeting State mandates. The 2012 CAP includes Greenhouse Gas (GHG) emissions baseline, future projections, and reduction targets, GHG reduction goals, strategies, and supporting actions for a variety of sectors, recommended actions for preparing for climate change with climate adaptation measures, and a monitoring and implementation strategy. The objective of the current effort is to comprehensively update the City's Climate Action Plan including updating the content and reformatting the plan in terms of graphics and layout. A recent GHG emissions inventory has already been completed and can be used in the update. The 2012 Climate Action Plan can be found online at:

<http://www.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=24757>. A list of other relevant background documents, and link to the recently updated GHG inventory is provided as Attachment 1.

## Scope of Project

The City is inviting qualified consultants to submit proposals to provide assistance with preparation and adoption of a comprehensive update to the Climate Action Plan to align with Senate Bill (SB) 32, Executive Order (EO) B-30-15, and EO S-3-05, and other legislation as appropriate. The consultant will update and produce the Climate Action Plan, which will be the City's roadmap for achieving the newly established 2030 and 2050 reduction goals. The new Climate Action Plan (CAP 2.0) will provide clear targets, goals, strategies, and actions to enable the City to achieve or exceed GHG reduction goals. The CAP 2.0 should also address climate adaptation and resilience measures. The document should be reader friendly, include updated graphics, and be simplified from its current form.

The City has a Committee on Energy and the Environment (EEC) which is expected to receive progress reports throughout the update process and provide feedback at key milestones (e.g., on the proposed goals, strategies, and actions). The EEC meets bi-monthly. A two-member subcommittee of the EEC has been appointed to work closely with staff on the update. Consultant attendance is expected at select EEC meetings throughout the process, as detailed below. The update is expected to include a strong focus on public outreach and engagement, involving a variety of outreach efforts (e.g., farmers market, community workshop, and social media), and public hearings for project approval (i.e., with the Committee on Energy and Environment and ultimately City Council). City staff will develop and maintain a project website and maintain an interested parties/ mailing list.

The selected consultant will also complete the California Environmental Quality Act (CEQA) review, following the guidelines established by the California Governor's Office of Planning and Research (OPR), Section 15183.5(b), "Plans for the reduction of Greenhouse Gas Emissions" requirements. For more information visit the OPR CEQA and Climate Change webpage at: <http://www.opr.ca.gov/ceqa/climate-change.html>. The CAP 2.0 must go through CEQA review, following OPR's guidelines, so that it can be used for future project streamlining.

The selected consultant is expected to provide the following services:

- 1. Review City documents**

Review the Reference Documents attached as relevant to understand the project background.

## **2. Prepare a broad-based community outreach plan**

The outreach plan should include a range of key age and interest groups, identify various meeting locations, and recommend proven methods to gain feedback from community groups and individuals. Public outreach may include a social media presence, presentations or kiosks at locations such as the farmers market, or any other methods deemed valuable by the consultant. The outreach plan should include a community workshop. The intent is to reduce reliance on conventional public meetings as a means of soliciting comments. Staff will spearhead the outreach effort based on the plan established by the consultant, however, may include the consultants in select outreach meetings as detailed below.

## **3. Evaluate GHG reduction progress**

Based on the City's updated GHG emissions inventory (which has already been completed), evaluate Pleasanton's progress toward meeting its 2020 reduction targets as detailed in the existing CAP.

## **4. Update the City's emission's forecast**

Project business-as-usual levels for 2030 and 2050.

## **5. Evaluate and recommend GHG emission reduction targets**

Based on the City's updated GHG emissions inventory, develop quantified reduction targets that align with SB 32, EO B-30-15, and EO-S-3-05, and other legislation as appropriate. Targets should be realistic yet aspirational.

## **6. Recommend guiding principles and co-benefits**

Provide a list of recommended guiding principles and co-benefits (e.g., environmental justice, safe communities, "buying local", and habitat protections) for staff evaluation and selection. Staff will also provide suggestions of principles and co-benefits as appropriate for the City. The guiding principles and co-benefits should help guide the proposed goals, strategies, and actions in the CAP 2.0.

## **7. Evaluate and recommend sector-specific GHG reduction goals, strategies, and actions**

Evaluate each of the goals, strategies, and actions in the existing CAP, to determine whether they should be carried forward into the CAP 2.0, revised, and/or deleted. Provide sector-specific recommendations for updated goals, strategies, and actions for the targets established. Specify quantified projected emissions reductions, cost, and co-benefits for the proposed actions and strategies.

Initially, a broad range of actions should be provided which will then be reduced in coordination with staff (inclusive of the EEC). The actions proposed should be actionable, achievable, impactful, and cost-effective. Develop a framework of evaluation criteria (e.g., GHG reduction potential, cost, and timeframe) to assist staff's evaluation the proposed actions. Staff will help determine and identify realistic actions for Pleasanton.

**8. Develop a user-friendly GHG reduction action matrix**

The consultant is expected to develop a prioritization matrix for all of the selected actions that includes: GHG reduction potential, cost, and co-benefits. The matrix will be included in the CAP 2.0.

**9. Develop “model resolution/ordinance” templates**

The consultant is expected to identify which actions require Municipal Code Updates and where applicable, provide staff with draft model resolutions/ordinance templates associated with specific actions in the CAP 2.0.

**10. Develop and draft an Implementation and Monitoring Plan**

The implementation and monitoring plan should include near-term actions, long-term actions, identification of agencies and divisions responsible for implementation of action steps, anticipated staff time to implement actions, indicators to assess goal progress, funding availability, potential partnerships, and timelines. Staff will work with the consultant to help determine what indicators/metrics are feasible with the goal of assessing if the actions are reducing GHG emissions as anticipated. The Implementation Plan should be an appendix of the CAP 2.0.

**11. Public Review Draft and Final CAP 2.0**

The consultant is expected to prepare a Public Review Draft CAP (including an administrative draft, screen check draft incorporating edits as directed by staff, and final Public Review draft) document. The updated document is expected to be comprehensive and reflect all of the sections in the existing CAP, updated as necessary. Additionally, the overall format and text of the CAP should be simplified from the current document. The CAP 2.0 should be user-friendly and image rich. After public review, the consultant is expected to prepare a final CAP 2.0 document for adoption incorporating edits as directed by staff, as detailed in the Project Deliverables section.

**12. CEQA Review**

Complete all necessary California Environmental Quality Act (CEQA) environmental review and CEQA compliance documents, attend any related public meetings, and coordinate between the City and regional agencies. Since the City would like for the CAP

---

2.0 to be a qualifying plan, which may be used for streamlining review of compliant projects, the scope of work should assume preparation of an Environmental Impact Report or other CEQA document that will allow project streaming, as advised by the consultant.

### 13. **Public Meetings**

The consultant is expected to assist in preparing the staff reports, resolutions, and presentations of the CAP 2.0 to the EEC, Planning Commission, and City Council. The consultant is expected to attend twelve (12) in-person public hearings with the Planning Commission, City Council, Energy and Environment Committee, and/or other outreach meetings as determined with staff (e.g., community workshop), as detailed in the Project Deliverables Section.

### 14. **Optional- Additional meetings**

In the cost estimate provided, include the cost of attending an additional five (5) public meetings. The City may or may not include this option in the contract awarded.

## Project Deliverables

1. Prepare a comprehensive public participation program of an appropriate size and scope. This should be provided to staff electronically.
2. Prepare project outreach materials as they relate to the comprehensive outreach plan. This may include, among other materials, posters, handouts, surveys, and web materials.
3. Attend twelve (12) in-person public hearings with the Planning Commission, City Council, Committee on Energy and Environment, and/or public outreach meetings as determined with staff based on the anticipated timeline.
4. Provide progress reports and memos at various project stages to staff, as necessary to communicate updates and/or technical information. This should be provided to staff electronically.
5. Develop a milestone schedule for the preparation of the tasks outlined in the Project Scope and the public participation program. The schedule should include review/edits by staff prior to public review, community outreach events, and review by the Committee on Energy and Environment and City Council. The expected timeframe from project kickoff to adoption of the plan is approximately 12-18 months. This should be provided to staff electronically and maintained/refined throughout the course of the project.

6. Prepare the staff reports with attachments, resolutions, ordinances and presentations of the CAP 2.0 for the Committee on Energy and Environment, Planning Commission, and City Council as needed. This should be provided to staff electronically.
7. Prepare draft model resolutions/ordinance templates associated with specific actions in the CAP 2.0. This should be provided to staff electronically.
8. Prepare and produce an administrative draft, screen check draft, and final Public Review draft of the CAP 2.0. This should be provided as follows:
  - a. electronically; and
  - b. in printed form. Please provide approximately ten (10) copies of administrative/screen check drafts and approximately twenty (20) copies of the Public Review draft.
9. Prepare and produce the final CAP 2.0. This should be provided as follows:
  - a. electronically; and
  - b. in printed form. Please provide approximately twenty (20) copies of the final CAP 2.0.
10. Produce a summary plan (approximately 5-10 pages) which includes the actions matrix and key goals/objects of the CAP 2.0. This summary plan will be available at City Offices to hand out to the community. This should be provided as follows:
  - a. electronically; and
  - b. in printed form. Please provide thirty (30) copies.

Where requested in electronic format, the documents should be provided to staff on a CD, flash drive, FTP site, or other mutually agreed upon alternative. It should be provided in both Microsoft Word format and searchable PDF format (the PDF document should be provided as a single document, optimized and compressed).

## Submittal Requirements

Please note, proposals should be limited to 20 pages maximum (excluding resumes, table of contents, and tabbed dividers). Interested consultants should submit qualifications that address the following:

1. **Project Description.** A brief description of your understanding of the overall project.
2. **Approach to Project.** Describe the manner and methods you will use to manage and facilitate the work. This should include a discussion of how each of the separate tasks

will be approached, the individual primarily responsible for each task, and the expected number of hours allocated to each task.

3. **Scope of Work.** Provide a scope of work that responds to the scope identified above.
  4. **Consultant Description of Qualifications.** For your firm (and any sub-consultants) provide:
    - a. Firm qualifications and résumé(s) of participating individual(s); and
    - b. A description of your experience completing updates to Climate Action plans for mid-size jurisdictions.
  5. **Cost.** Provide a cost proposal for the overall effort, including optional additional meetings. Include the basis and assumptions made for estimated costs. Include hourly rates for each task and each staff person assigned to that task, your hourly rates for this project, and total number of hours. Clearly indicate the subtotaled cost for each task to be performed by your firm and by any sub-consultants, and total cost for your work effort. The City will be billed for services by sub-consultants at cost plus an administrative charge. Indicate that administrative charge on a percentage basis. Please be realistic about what can be achieved with the cost proposal provided.
  6. **Schedule.** Provide a detailed schedule/timeline indicating timeframes for draft documents and reports, review by City staff, and final documents prior to release to the public. See Deliverable item number 5 for more detail.
  7. **Conflict of Interest.** Identify any recent, present, or proposed work undertaken by the consultant, any subcontractor or subsidiary, or any other type of business or other relationship that could represent a potential, real, or perceived conflict of interest with respect to this project. A conflict of interest could potentially, for instance, include current work under contract to a landowner or developer within the Pleasanton sphere of influence.
  8. **References.** Please provide a list of at least three references for projects of similar scope completed by your firm.
  9. **Professional Services Contract and Insurance Requirements.** Attached is a copy of the City's standard contract, including insurance requirements. The selected consultant must provide a certificate of insurance in a form acceptable to the City prior to entering into the agreement. Please indicate what professional and business insurance you maintain and whether the standard requirements can be met. Please review the City's standard contract and to ensure that your firm would be able to sign this agreement.
  10. **Business License.** The City requires a City of Pleasanton Business License of the selected consultant before the contract is awarded.
-

**Submittal Deadline.** Submit **six (6) sets** of printed qualifications, along with one electronic file on a CD or flash drive in searchable PDF format as a single document (optimized and compressed) to the City of Pleasanton. Proposals must be plainly marked with your company name, address, and telephone number, with “Proposal for City of Pleasanton Climate Action Plan 2.0” clearly visible on the exterior. All proposals must be submitted to the City of Pleasanton, City Clerk’s Office, 123 Main Street, P.O. Box 520, Pleasanton, CA 94566 **no later than Friday, September 6, 2019 at 2:00 p.m.**

## Selection Criteria

The consultant will be selected based on criteria including, but not limited to:

- Understanding of the required scope of services demonstrated through consultant’s Approach to Project and Scope of Work.
- Consultant’s expertise and ability demonstrated in completion of similar assignments
- Qualifications and relevant experience of the consultant
- The specific personnel to be assigned by the consultant to this project, and their experience and abilities
- The quality, amount and type of service proposed
- Creativity
- The results of reference checks
- Costs associated with the consultant’s proposal

As part of the evaluation process, an in-person interview may be required.

As a result of this solicitation, the City intends to award a contract to the responsive bidder whose response conforms to the solicitation and whose bid presents the greatest value to the City, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the City. The goal is to award a contract to the bidder that proposes the best quality as determined by the combined weight of the evaluation criteria. The City may award a contract of higher qualitative competence over the lowest priced response.

The City reserves the right to reject any or all responses that materially differ from any terms contained in this solicitation or from any Attachments hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.



The City has the right to decline to award this contract or any part thereof for any reason.

## Schedule for RFP Process

- **August 8** Publish Request for Proposals
- **September 6** Deadline to submit Proposals
- **September 16** Week of September 16, interview select firms
- **November 5** Consulting Services Agreement tentatively scheduled for approval by the Pleasanton City Council

The City desires that a contract be awarded by November 5, 2019. However, all dates listed above are tentative and subject to change. Staff and the consultant will meet shortly thereafter to finalize the ultimate scope of work and timeline. The project must be completed by May 2021.

## Staff Contact Information

Megan Campbell, Associate Planner, will act as project manager and can be reached at 925-931-5610/[mcampbell@cityofpleasantonca.gov](mailto:mcampbell@cityofpleasantonca.gov).

Thank you for your interest in this project. Please do not hesitate to email or call if you have any questions or comments.

## Attachments

Reference Documents

Sample Professional Services Agreement

## Reference Documents

In addition to the Climate Action Plan, other relevant policy documents for Pleasanton include the 2012 Climate Action Plan EIR, 2017 GHG emissions inventory, General Plan, Pedestrian and Bicycle Master Plan, Trails Master Plan, Recycled Water Use Guidelines, and Water Master Plan, all summarized below. Additionally, staff recommends the consultant review and use as needed the City of Oakland's CURB analysis from 2017, StopWaste's Climate Adaptation Measures, and the Tri-Valley Local Hazard Mitigation Plan.

- *Climate Action Plan EIR*. The CAP EIR evaluated potential environmental impacts associated with the 2012 CAP. The EIR documents can be viewed here:
  - Draft Supplemental EIR:  
<http://admin.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=33962>
  - Final Supplemental EIR:  
<http://admin.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=33963>
  - Appendices:  
<http://admin.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=33964>
- *City of Pleasanton 2017 GHG Emissions Inventory*. This inventory was completed by PlaceWorks for the City of Pleasanton in 2017. This will be provided to the selected consultant.
- *General Plan*. The City's General Plan was last updated in 2005 and provides a comprehensive long-term plan for the City of Pleasanton. The General Plan has a Land Use, Circulation, Housing, Public Safety, Public Facilities, Conservation and Open Space, Water, Air Quality and Climate Change, Energy, Noise, Community Character, Economic and Fiscal, and Subregional Planning elements. It also includes a Greenhouse Gas Reduction Measures summary Appendix. It can be viewed here:  
<http://www.cityofpleasantonca.gov/gov/depts/cd/planning/general.asp>
- *Pedestrian and Bicycle Master Plan*. This plan includes goals, policies, and recommendations for developing and implementing a citywide pedestrian bicycle network. It can be viewed here:  
<http://admin.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=23855>
- *Trails Master Plan*. This plan prioritizes trail projects, identifies gaps within the trail system, and identifies costs associated with proposed trails. It can be viewed here:  
<http://admin.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=33796>
- *Downtown Specific Plan*. The Downtown Specific Plan (DSP) adopted in 2002 includes goals, objectives, and implementation measures that facilitate the changes needed to

serve the City's growing population and employment base. The 2002 Specific Plan was an update to the very first DSP adopted in February 1989. The DSP is currently in the process of being updated and the draft Specific Plan can be viewed here:

<http://www.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=32941>

- *Downtown Parking Strategy and Implementation Plan (Parking Strategy)*. The Parking Strategy identifies strategies to ensure that the existing parking supply within the Downtown is used efficiently and effectively managed, and potential strategies and locations to increase parking supply. It can be viewed here:  
<http://www.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=30495>
- *Recycled Water Use Guidelines*. This document provides regulations and guidelines for on-site recycled water facilities for irrigation and water features, and the transport and use of recycled water for dust control. It can be viewed here:  
<http://admin.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=33965>
- *Water Master Plan*. Identifies necessary improvements to the City of Pleasanton's water system to meet current and future customer needs through buildout. It can be viewed here:  
<http://admin.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=33966>
- *City of Oakland's CURB Analysis*. Provides strategic-level analysis to help the City identify and prioritize low carbon infrastructure and GHG reduction actions, help cities make the best use of limited funding by focusing on the actions with the greatest impact, and allows cities to quickly see the emission implications and cost effectiveness of potential actions. It can be viewed here: <https://www.oaklandca.gov/resources/curb-analysis>
- *StopWaste's Climate Adaptation Measures*. Measures addressing the roles of soils, compost, and mulch (aligning with state goals and policies). It can be viewed here:  
<http://admin.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=33967>
- *Tri-Valley Local Hazard Mitigation Plan*. Provides a multi-jurisdictional plan for hazard mitigation in the Tri-Valley, including the City of Pleasanton. It can be viewed here:  
<http://admin.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=33968>

# Sample Professional Services Agreement

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_, between the CITY OF PLEASANTON, a municipal corporation (“City”), and \_\_\_\_\_, a (insert type of business entity here e.g. corporation, sole proprietorship etc.) whose address is \_\_\_\_\_, and telephone number is \_\_\_\_\_, (“Consultant”).

### RECITALS

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

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

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

1. **Consultant’s Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.
2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.
3. **Terms.** This contract shall commence on the date written above and shall expire on \_\_\_\_\_.
4. **Compensation.** 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.

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

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

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

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

g. **Subcontractors.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

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

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

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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**

\_\_\_\_\_  
Nelson Fialho, City Manager

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

ATTEST:

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Karen Diaz, City Clerk

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

APPROVED AS TO FORM:

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