

August 4, 2020
Engineering

TITLE: APPROVE ON-CALL GENERAL LANDSCAPE ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENTS WITH THE FIRMS OF CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC., GATES + ASSOCIATES, INC., PGA DESIGN, INC., AND RRM DESIGN GROUP

SUMMARY

The current on-call contracts for landscape architecture services for the City of Pleasanton expired at the end of fiscal year 2019/20. Based on performance of the existing firms, City staff recommends retaining one of the three existing landscape architecture firms, Callander Associates Landscape Architecture, Inc. To provide additional landscape architecture firm options, staff advertised a Request for Qualifications (RFQ) package in April. Statements of Qualifications (SOQs) were requested from firms interested in providing landscape architecture services for the City. In response, 21 landscape architecture firms submitted SOQs. City staff recommends that City Council award contracts to three additional firms: Gates + Associates, Inc., PGA Design, Inc., and RRM Design Group. Staff recommends the contracts for landscape architecture services cover an approximately three-year period from July 2020 to June 30, 2023, and have an aggregate total not-to-exceed contract amount of \$1 million. The recommended aggregate not-to-exceed total is \$1 million over the three-year term, although there is no amount of money or work guaranteed to any of the four firms. Work will be assigned by task authorization based solely on recognized need.

RECOMMENDATION

1. Approve professional services contracts with Callander Associates Landscape Architecture, Inc., Gates + Associates, Inc., PGA Design, Inc., and RRM Design Group to provide on call general landscape architectural professional services in the total aggregate amount not-to-exceed \$1 million between July 22, 2020, and June 30, 2023; Approve two one-year extensions at the City's sole discretion.
2. Authorize the City Manager to execute the attached contracts.
3. Authorize the Director of Engineering to approve task authorizations up to \$75,000.

FINANCIAL STATEMENT

No additional funding is needed to approve these consultant contracts. Funding for these contracts will be budgeted under each individual Capital Improvement Program (CIP) project or in the annual Operating Budget.

The recommended aggregate not-to-exceed total under the contract is \$1 million over the three-year term. There is no guarantee that the \$1 million will be expended over the term and there is no amount of work guaranteed to any of the four firms. Work will be assigned by task authorization based solely on recognized need.

BACKGROUND

The City's current contract for on-call landscape architecture services expired at the end of the 2019/20 fiscal year. Based on project performance staff recommends the retention of one of the current firms: Callander Associates Landscape Architecture, Inc. To meet the variety of needs for general landscape architectural professional services, the City advertised an RFQ to retain additional landscape architecture firms for on-call landscape architecture services. The types of services advertised in the RFQ that may be needed include, but are not limited to: general consulting, planting and irrigation design, plan checking, Capital Improvement Program project design, computer or manual drafting, and other tasks associated with landscape architecture design, construction, and/or operation as assigned and directed by the City Engineer.

These services will provide support for the Landscape Architecture Division for various city capital improvement and private development related projects. Since this is a varied and ongoing need, the City has found the best mechanism to acquire these services is through the use of "on-call" contracts.

The RFQ described the type of work needed, indicated that the City would be seeking multiple firms to perform the work, and indicated the intention to enter into a three-year "on-call" contract with work assigned as needed.

DISCUSSION

A total of 21 landscape architectural firms submitted SOQs in response to the advertised RFQ. A Selection Committee consisting of staff members from the Operations Services, Community Development, Library and Recreation, and Engineering Departments reviewed the SOQs and selected three firms based on their stated qualifications and responses to inquiries of their references. Staff recommends awarding contracts to three firms: Gates + Associates, Inc., PGA Design, Inc., and RRM Design Group. Staff believes these three firms are the most qualified to provide the required landscape architectural professional services through FY 2022/23.

Additionally, based on their performance on projects, staff recommends renewing the contract with Callander Associates Landscape Architecture, Inc. for another three-year term under a new on-call contract for services through FY 2022/23.

Funding for these contracts will be provided from CIP project budgets for each of the projects requiring these services. Funding for landscape architectural improvements associated with private development services will be provided by the associated developer/property owner. When a service is needed for a project, the selected firms will be requested to submit a detailed proposal which defines the scope of work for the project and the fee required to complete the work. Staff will negotiate the final scope of work and fee. If successful, a task authorization will be issued to the consultant, authorizing the work under the contract terms.

The on-call landscape architect consultants will be providing the Landscape Architecture Division with support in implementing the CIP and other projects identified by the City. These projects may include: general consulting, planting and irrigation design, plan checking, Capital Improvement Program project design, computer or manual drafting, and other tasks associated with landscape architecture design, construction, and/or operation as assigned and directed by the City Engineer. Typically, such service support costs range between \$5,000 and \$75,000 for each service, and are dependent on the size, types of services and complexity of the job.

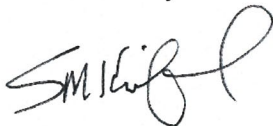
Staff recommends City Council authorize the Director of Engineering to approve task authorizations up to \$75,000. The \$75,000 threshold covers the anticipated cost of design for several of the City's projects identified in the CIP. If a proposed fee exceeds \$75,000, staff will bring the authorization decision to City Council.

Approval of these contracts authorizes staff to spend up to the aggregate, not-to-exceed amount of \$1 million between the four firms over a three-year period, which will likely consist of 10 to 20 separate project authorizations over the term of the contracts.

The duration of the City's on-call contracts for general landscape architecture services has been three years. The contracts before City Council have the same three-year term and allow for two, one-year contract extensions if deemed appropriate by staff. This will provide the flexibility to adjust the durations based on the performances of the consultants and work demands. Note that the possible contract term extensions do not adjust the not-to-exceed aggregate total contract amount.

Staff recommends City Council approves professional services contracts with Callander Associates Landscape Architecture, Inc., Gates + Associates, Inc., PGA Design, Inc., and RRM Design Group.

Submitted by:



Stephen Kirkpatrick
Director of Engineering

Fiscal Review:



Tina Olson
Director of Finance

Approved by:



Nelson Fialho
City Manager

Attachments:

1. Proposed consultant contract with Callander Associates Landscape Architecture
2. Proposed consultant contract with Gates + Associates
3. Proposed consultant contract with PGA Design
4. Proposed consultant contract with RRM Design Group

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 21st day of July 2020, between the CITY OF PLEASANTON, a municipal corporation (“City”), and Callander Associates Landscape Architecture, Inc, a California Corporation whose address is 1633 Bayshore Highway, Suite 133, Burlingame, CA, 94010, and telephone number is (650) 375-1313, (“Consultant”).

RECITALS

A. Consultant is qualified to and experienced in providing landscape architecture 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.** Consultant shall provide landscape architecture services for the City of Pleasanton as requested by the Engineering 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 to Consultant.
2. **City Assistance, Facilities, Equipment and Clerical Support.** In order to assist Consultant in this work, City shall provide, if necessary, documents, equipment, and support available to the City, and access to any sites, as related to the individual work authorizations.
3. **Staff.** Consultant shall assign A. Mark Slichter to serve as Project Manager, who may not be replaced without written consent of City.
4. **Terms.** The term of this Agreement shall run from July 21, 2020 to June 30, 2023. At the sole discretion of the City, the contract may be extended up to an additional two years for a maximum term through June 30, 2025.
5. **Compensation.** For the as-needed services to be rendered, City shall pay consultant on a time-and-materials basis.

As for each work authorization, compensation shall be the amount set forth in each individual work authorization, based on the rate schedule per Exhibit A which is attached and incorporated into this Agreement. Payments shall be made upon completion of the work in each individual work authorization and receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed each individual authorization unless parties agree pursuant to Section 8.

- 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.

6. **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.

7. **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.

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. **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.

11. **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.

12. **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.

13. **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. **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.

14. **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: Mark Slichter

Callander Associates Landscape Architecture
1633 Bayshore Highway, Suite 133
Burlingame, CA 94010

To City: Matt Gruber

City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

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

22. **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.

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

24. **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.

25. **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



Exhibit A

www.callanderassociates.com

Recreate
Educate
Live+Work
Connect
Sustain

Standard Schedule of Compensation 2020 San Jose & Burlingame

General

The following list of fees and reimbursable expense items shall be used in the provision of services described in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

Hourly Rates

Principal	\$210/hour
Senior Associate	\$192/hour
Associate	\$182/hour
Construction Manager	\$161/hour
Senior Project Manager	\$165/hour
Project Manager 1	\$158/hour
Project Manager 2	\$149/hour
Job Captain	\$138/hour
Designer 1	\$130/hour
Designer 2	\$118/hour
Assistant Designer	\$105/hour
Accounting	\$160/hour
Senior Project Administrator	\$121/hour
Project Administrator	\$108/hour

Reimbursable Expenses Rates

Expenses	cost + 15%
<i>printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses</i>	
Subconsultant Administration	cost + 10%
Communications and Insurance Surcharge	2.5% of total fees

Payments

Payments are due within ten days after monthly billing. Callander Associates reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Additionally invoices 60 days past due are subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

BURLINGAME
1633 Bayshore Highway, Suite 133
Burlingame, CA 94010
T 650.375.1313

GOLD RIVER
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
T 916.985.4366

SAN JOSE
2025 Gateway Place, Suite 285
San Jose, CA 95113
T 408.275.0565

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 21st day of July 2020, between the CITY OF PLEASANTON, a municipal corporation (“City”), and Gates + Associates, Inc, a California Corporation whose address is 2671 Crow Canyon Road, San Ramon, CA 94583 and telephone number is (925) 736-8176, (“Consultant”).

RECITALS

A. Consultant is qualified to and experienced in providing landscape architecture 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**. Consultant shall provide landscape architecture services for the City of Pleasanton as requested by the Engineering 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 to Consultant.
2. **City Assistance, Facilities, Equipment and Clerical Support**. In order to assist Consultant in this work, City shall provide, if necessary, documents, equipment, and support available to the City, and access to any sites, as related to the individual work authorizations.
3. **Staff**. Consultant shall assign Melonie O’Sullivan to serve as Project Manager, who may not be replaced without written consent of City.
4. **Terms**. The term of this Agreement shall run from July 21, 2020 to June 30, 2023. At the sole discretion of the City, the contract may be extended up to an additional two years for a maximum term through June 30, 2025.
5. **Compensation**. For the as-needed services to be rendered, City shall pay consultant on a time-and-materials basis.

As for each work authorization, compensation shall be the amount set forth in each individual work authorization, based on the rate schedule per Exhibit A which is attached and incorporated into this Agreement. Payments shall be made upon completion of the work in each individual work authorization and receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed each individual authorization unless parties agree pursuant to Section 8.

- 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.

6. **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.

7. **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.

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. **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.

11. **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.

12. **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.

13. **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. **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.

14. **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: Melonie O. Sullivan
Gates + Associates, Inc.
2671 Crow Canyon Road
San Ramon, CA 94583

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

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

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

22. **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.

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

24. **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.

25. **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

Exhibit A

SCHEDULE OF FEES

EFFECTIVE THROUGH DECEMBER 2020

I. HOURLY FEES

HOURLY FEES FOR SERVICES OF:	RATE PER HOUR:
Partner	\$190.00 - \$220.00
Principal	\$160.00 - \$190.00
Associate Principal	\$140.00 - \$160.00
Senior Associate	\$130.00 - \$140.00
Job Captain	\$120.00 - \$130.00
Sr. Irrigation Designer	\$145.00 - \$165.00
Irrigation Design Technician	\$95.00 - \$110.00
Sr. Visual Communications Designer	\$130.00 - \$150.00
Community Outreach Facilitator	\$145.00 - \$170.00
Marketing Coordinator	\$95.00 - \$140.00
Administrative/Drafter	\$90.00 - \$120.00

II. EXPENSES (REIMBURSABLES)

A. Consultants at approximately the same rates indicated above or on consultant fee schedules.

B. Other direct expenses at cost which may include:

1. Printing and reproduction costs.
2. Mileage and travel costs.
3. Miscellaneous

Hourly rates may be adjusted on January 1 of each year and shall apply for any services rendered after that date.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 21st day of July 2020, between the CITY OF PLEASANTON, a municipal corporation (“City”), and PGA Design, Inc, a California Corporation whose address is 444 17th Street, Oakland, CA 94612 and telephone number is (510) 465-1284, (“Consultant”).

RECITALS

A. Consultant is qualified to and experienced in providing landscape architecture 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**. Consultant shall provide landscape architecture services for the City of Pleasanton as requested by the Engineering 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 to Consultant.
2. **City Assistance, Facilities, Equipment and Clerical Support**. In order to assist Consultant in this work, City shall provide, if necessary, documents, equipment, and support available to the City, and access to any sites, as related to the individual work authorizations.
3. **Staff**. Consultant shall assign Karen Krolewski to serve as Project Manager, who may not be replaced without written consent of City.
4. **Terms**. The term of this Agreement shall run from July 21, 2020 to June 30, 2023. At the sole discretion of the City, the contract may be extended up to an additional two years for a maximum term through June 30, 2025.
5. **Compensation**. For the as-needed services to be rendered, City shall pay consultant on a time-and-materials basis.

As for each work authorization, compensation shall be the amount set forth in each individual work authorization, based on the rate schedule per Exhibit A which is attached and incorporated into this Agreement. Payments shall be made upon completion of the work in each individual work authorization and receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed each individual authorization unless parties agree pursuant to Section 8.

- 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.

6. **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.

7. **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.

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. **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.

11. **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.

12. **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.

13. **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. **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.

14. **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: Karen Krolweski
PGA Design, Inc.
444 17th Street
Oakland, CA 94612

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

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

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

22. **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.

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

24. **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.

25. **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

PGAdesign

LANDSCAPE ARCHITECTS

Exhibit A

Schedule of Fees 2020

PGAdesign

Principal	\$230
Senior Landscape Architect	\$190
Landscape Architect	\$155 - \$175
Intermediate Designer	\$140 - \$165
Technician/CAD	\$140 - \$155
Irrigation Designer	\$160
Administration	\$ 90

The Watershed.org

Jeanine Strickland, Principal	\$165
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WRA Environmental Consultants

Principal	\$222 - \$235
Associate Principal, Senior Associate	\$222
Conservation Strategies Senior Associate, Senior Associate	\$201
Associate	\$178
Associate, GIS Professional II	\$167 - \$183

Conservation Strategies Scientist,
\$144 - \$146

GIS Professional, Environmental
Planner I, Scientist

Conservation Strategies Senior \$128 - \$131
Technician, GIS Senior Technician,
Assistant Environmental Planner II,
Senior Technician

Clerical, Technician \$78 - \$107

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the total design fee, and may include the following project related costs:

Tolls, parking fees, and local travel charged in accordance with IRS code

Cost of models, renderings, photography, printing, and other supplies

Postage and delivery charges.

Fees for local licenses and permits required to perform professional services.

Travel, lodging, subsistence and out-of-pocket expenses for authorized travel in connection with contract services.

Outside project expenses and sub-consultants will be identified on invoices. Outside expenses will be marked up 10%.

Effective January 2020 - subject to annual review and adjustments.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 21st day of July 2020, between the CITY OF PLEASANTON, a municipal corporation (“City”), and RRM Design Group, a California Corporation whose address is 325 Davis Street, San Leandro, CA, 94577, and telephone number is (510) 751-4910, (“Consultant”).

RECITALS

A. Consultant is qualified to and experienced in providing landscape architecture 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.** Consultant shall provide landscape architecture services for the City of Pleasanton as requested by the Engineering 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 to Consultant.
2. **City Assistance, Facilities, Equipment and Clerical Support.** In order to assist Consultant in this work, City shall provide, if necessary, documents, equipment, and support available to the City, and access to any sites, as related to the individual work authorizations.
3. **Staff.** Consultant shall assign Gina Chavez to serve as Project Manager, who may not be replaced without written consent of City.
4. **Terms.** The term of this Agreement shall run from July 21, 2020 to June 30, 2023. At the sole discretion of the City, the contract may be extended up to an additional two years for a maximum term through June 30, 2025.
5. **Compensation.** For the as-needed services to be rendered, City shall pay consultant on a time-and-materials basis.

As for each work authorization, compensation shall be the amount set forth in each individual work authorization, based on the rate schedule per Exhibit A which is attached and incorporated into this Agreement. Payments shall be made upon completion of the work in each individual work authorization and receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed each individual authorization unless parties agree pursuant to Section 8.

- 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.

6. **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.

7. **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.

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. **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.

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12. **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.

13. **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.

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g. **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.

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To Consultant: Gina Chavez
RRM Design Group
325 Davis Street
San Leandro, CA 94577

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

15. **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.

16. **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.

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19. **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.

20. **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.

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

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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

SCHEDULE OF FEES

Section

7



Via Toledo Neighborhood Park, Hayward, California



BILL RATES

Subject to change effective March 1st each year

STAFF	TITLE	2020	2021	2022
Jeff Ferber, ASLA, PLA	Principal	\$230	\$230	\$235
Gina Chavez, PLA, BFAQ Professional	Manager of Landscape Architecture	\$165	\$170	\$175
Jim Wolfe	Principal Planner	\$175	\$175	\$175
Marisa Peltier, PLA	Senior Landscape Architect	\$130	\$135	\$140
April Miller, ASLA, PLA, SITES AP	Senior Landscape Architect	\$130	\$135	\$140
Julian Simeoni, PLA	Senior Landscape Architect	\$155	\$160	\$165
Chris Dufour, PLA, LEED AP	Principal Landscape Architect	\$150	\$156	\$160
Darren Choy, PE, ENV SP	Manager of Civil Engineering Services	\$195	\$198	\$211
Michael Doremus, SE, PE, LEED AP	Manager of Structural Engineering Services	\$190	\$198	\$206
Yuki Igarashi	Assistant Designer	\$85	\$90	\$94
Brandon Ramos	Assistant Designer	\$85	\$90	\$94

Section

8

EXCEPTIONS



Kennedy Park, Hayward, California

RRM certifies that we take no exception(s) to this RFQ including, but not limited to, the sample City's Standard Design Professional Services Agreement.

RRM has read the City's Standard Design Professional Services Agreement and will enter into such agreement if RRM is selected.