



City of Livermore
REQUEST FOR PROPOSALS

Planning Consulting Services for the
East Avenue Corridor Study Phase II

Issue Date: February 10, 2021

Submittal Deadline: March 8, 2021 at 5:00pm

I. INTRODUCTION

The City of Livermore is seeking proposals from consultants possessing the skills, knowledge, and experience to provide professional services for the installation and evaluation of temporary roadway improvements to implement the City’s Complete Street Policies and Active Transportation Plan, improve bicycle and pedestrian comfort, and increase connectivity.

This Request for Proposals (RFP) is intended to provide interested consultants with general information regarding the scope of services expected for a Professional Services Agreement (Agreement) to be awarded, and the proposal selection process.

II. ESTIMATED TIMELINE AND RESPONSE DATES

February 10, 2021	Request for Proposals released to prospective consultants and posted for general solicitation.
March 8, 2021	Submittal Deadline – Proposals will be accepted until March 8 2021 at 5:00pm. Proposals shall be submitted electronically via email attachment, Dropbox (or similar) link, CD, or USB drive to: Andy Ross aaross@cityoflivermore.net City of Livermore Community Development Department

	1052 South Livermore Avenue Livermore, California 94550 Attention: RFP Livermore East Avenue Corridor Study Phase II <i>Incomplete responses, late responses, and/or responses not in compliance with the RFP format and requirements will not be considered.</i>
March 12, 2021	Finalists identified – Selection committee reviews submissions for compliance with the RFP requirements for submittal, evaluates the consultant’s qualifications, and reviews qualified submissions to identify finalists. Notifications will be sent to all responders.
March 22-26, 2021	Finalist presentations to City’s selection committee.
March 29, 2021	Selection committee notifies top consultant for award of Agreement.

III. PROJECT DESCRIPTION AND SCOPE OF WORK

The Project - The Livermore East Avenue Corridor Study Phase II will evaluate multiple complete streets alternatives through tactical urbanism, the installation of temporary physical roadway improvements, and ultimately prioritize an alternative for this major arterial. The purpose of the Study, and resulting improvements, is to implement the City’s Complete Street Policies and Active Transportation Plan, increase walking and biking mode share along the corridor, reduce GHG emissions, and improve pedestrian and bicycle access to major activity generators within the community

The City is pursuing the installation of pilot projects to allow the project team to study the pre- and post- conditions of the roadway improvements, including levels of services or change in travel and traffic patterns. Further, the City would like members of the community to physically experience roadway improvements firsthand and provide feedback to the City’s project team. Similarly, the City will work with partner agencies including emergency service providers, sanitation services, and bus transit providers to assess possible roadway configurations before long-term permanent improvements are constructed.

The City anticipates commencing Phase II in Spring 2021 and concluding the project in Fall 2022. The budget is approximately \$198,000.

The Final East Avenue Study (the combined results of the Phase I and Phase II) will include chapters covering existing conditions, the outreach process, and description of the tactical urbanism installations, analysis of alternatives, description and justification of the preferred alternative, summary of findings and community feedback, and implementation strategy including funding options and assessment. Ultimately, staff will program a preferred alternative

as part of the City's Capital Improvement Program, for Council's review, at a future date when funding is available for detailed design and construction.

Project Background – East Avenue is an approximately 2.5-mile-long corridor, which provides east-west connections between Downtown Livermore and The National Laboratories (a major employer). The City's General Plan classifies East Avenue as a four-lane major street. The streetscape and right-of-way of East Avenue varies from segment to segment. There are existing Class II bike lanes on the eastern portion of East Avenue. Towards the western portion on-street parking is permitted. The thoroughfare serves multiple schools, a variety of single and multi-family housing, environmentally disadvantaged areas, religious institutions, community facilities and parks, and other neighborhood commercial centers and major employers. It also serves as a major cross town route and provides direct access into Downtown Livermore.

In June 2018, the City Council adopted the Active Transportation Plan, which proposes Class II buffered bicycle lanes and a series of pedestrian crossing improvements on East Avenue. The Active Transportation Plan recommends an additional study of the East Avenue Corridor, including detailed traffic engineering analysis and community engagement, because implementing buffered bike lanes would require redesigning the existing street sections either by removing on-street parking, reconfiguring vehicle travel lanes, adjusting travel lane widths, or removing travel lanes to accommodate a new bike facility and crossing improvements.

On April 13, 2020, the City Council authorized the First Phase of the East Avenue Corridor Study to evaluate roadway conditions, conduct community engagement, collaborate with agency partners and stakeholders, and propose improvement alternatives. In November 2020, Council accepted a Sustainable Community Grant from Caltrans for funding of Phase II of the East Avenue Study (Grant Scope, Schedule and Budget is attached as Exhibit C).

IV. MINIMUM QUALIFICATIONS

Interested consultants are invited to respond by providing the information requested in this RFP. Responses should be in the form of a proposal, which:

1. Defines any consulting services that the consultant proposes to offer to the City;
2. Demonstrates the consultant's qualifications and understanding of the professional services requested;
3. Describes the services the consultant is able to provide; and
4. Defines and provides recent experiences, products, and deliverables.

At a minimum, the consultant proposals shall comply with the General Conditions in section VIII and provide the following:

1. Be verified by the consultant before submission to ensure the proposal is accurate and satisfies the RFP requirements for submittal;

2. Be signed by a responsible officer for the consultant;
3. Acknowledge the consultant has reviewed the General Conditions in Section VIII and agrees the proposal shall remain open for a minimum of 150 calendar days from the Submittal Deadline.
4. Acknowledge the consultant has reviewed the City's standard Professional Services Agreement attached to the RFP and a statement that consultant agrees to sign the Agreement if awarded. If the consultant takes exceptions to the City's standard Agreement, which exceptions shall not be substantive in nature, Consultant shall provide comments and suggested modifications in the proposal.
5. Be able to comply with Caltrans contractual and funding requirements.
6. Provide information of previous project experience related to similar planning/engineering projects of comparable size, scale, and intent. The listing of project experience shall be for projects for which the consultant acted as the prime/lead consultant. Information shall include:
 - Names and location and value of projects
 - Name, address, phone number of client with name of contact person
 - Firm's history in performing work required and bringing projects within scope of work, schedule, and budget.
 - Experiences with pilot projects, tactical urbanism, complete streets, and active transportation projects.
 - Experiences with implementing active transportation plans and programs
 - Experiences and examples of community outreach and engagement through a variety of platforms and channels, including under current shelter in place restrictions.
 - Experience and approach for capturing, tracking, and evaluating data; and using the results of that data to make project recommendations.
 - Examples demonstrating the firm's ability to adapt to changing conditions and circumstances
7. Provide consultant company and proposed project team information as follows:
 - Office Location(s)
 - General employee numbers and classification
 - Licensed and Certified professionals
 - Project Manager and key individuals who will be assigned to the project, including resumes, Statements of Experience, and hourly billing rates
 - List of proposed sub-consultants, identifying their area of work and including their qualifications

V. SELECTION PROCESS/CRITERIA

In soliciting qualifications and proposals, it is the intent of the City to have the best possible service. The City reserves the right to make the sole decision of the content of all responses. In addition, the City reserves the right to reject any or all submissions and proposals, and to waive irregularities in the selection procedures.

The City shall establish a selection committee in its sole discretion. The selection committee shall conduct an initial review of each consultant's qualifications to ensure they are timely and meet the minimum standards for consideration. The selection committee will then evaluate the qualifications to identify the best proposals to proceed or to be considered as finalists.

A) Initial Review. After the submission deadline, the selection committee will perform an initial review of the submissions to ensure they comply with the requirements of the RFP.

B) Qualifications Review. The selection committee will then consider the qualifications of the properly submitted proposals. Consideration will be given based on, but not limited to, the consultant's qualifications and past work performance of similar type and value, references from other entities similar to the City of Livermore, ability to meet the service criteria specified, possession of and ability to retain qualified personnel, possession of licenses and certifications, and reference checks.

C) Proposal Evaluation. The selection committee will then evaluate the strength of the submissions. At a minimum, the selection committee shall evaluate the proposals on the basis of the following criteria:

1. Familiarity with all aspects of professional services requested;
2. Experience of consultant's proposed project manager and key individuals on similar projects;
3. Staff availability, stability, past performance on similar projects, as well as qualifications and past performance of consultant's key personnel;
4. No personal or organizational conflicts of interest;
5. Minimal or no requested modifications to City's standard Professional Services Agreement.
6. Ability to begin work on the project immediately after award of the Professional Services Agreement.

D) Interviews/Discussions. The selection committee may then request the finalists provide additional proposal information specific to the East Avenue Corridor Study Phase II project and to make an oral presentation as part of the selection process. If required, finalists must present their proposal to the selection committee via teleconference. Presentations are to be conducted by the Consultant's proposed Project Manager for this contract. Regardless of whether a presentation is requested, the selection committee may conduct discussions with a

finalist for the purpose of clarification to assure full understanding of, and conformance to, the RFP.

E) Recommendation. The selection committee shall then recommend the top consultant to the City Planning Manager. The project manager will then issue a *Notice of Intent to Award* to the top consultant and transmit two original professional services agreements for the consultant's signature, which would then proceed to City Council for final authorization.

VI. CONFIDENTIALITY AND NON-DISCLOSURE

The City of Livermore recognizes that the submissions may include proprietary or confidential information. The City will take every reasonable precaution in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears. However, the City is subject to the California Public Records Act and must disclose records as required by the Act. Information submitted as part of this RFP will not be returned. The City reserves the right to reject any and all submissions.

VII. EXHIBITS

The following exhibits are included with this RFP:

- A.) Standard Professional Services Agreement and Insurance Requirements
- B.) Caltrans Grant East Avenue Phase II - Scope of Work, Budget, and Schedule

VIII. GENERAL CONDITIONS

- A.) This RFP does not commit the City of Livermore to execute an agreement. The City reserves the right to accept or reject any or all submissions if the City determines it is in the best interest of the City to do so.
- B.) Submissions shall remain open, valid, and subject to acceptance anytime within one hundred fifty (15) calendar days after the proposal due date and up to the end of the agreement period.
- C.) Submissions shall not be withdrawn or corrected after being opened. The City will not be responsible for errors or omissions on the part of consultants in preparing their submissions.
- D.) The City reserves the rights to issue addenda or amendments to this RFP.

- E.) In order to be considered, all submissions must be submitted in the manner set forth in this RFP. It is the respondent's responsibility to ensure that its submission arrives before the specified Submittal Deadline.
- F.) This RFP does not commit the City to pay any costs incurred in the preparation of a submission in response to this request and consultant agrees that all costs incurred in developing this submission are the consultant's responsibility.
- G.) The City reserves the right to award an agreement at this time for all or only some of the services requested.

IX. PROJECT ADMINISTRATION

All communications relative to this RFP shall be directed to Andy Ross in the Community Development Department of the City of Livermore prior to submission. All questions relating to interpretation of the RFP must be submitted via email at least 7 calendar days prior to the submission date and responses will be in the form of written addenda to the Documents posted on the City website. Questions submitted after this time period may not be answered.

Andy Ross
City of Livermore
Community Development Department
1052 South Livermore Avenue
Livermore, CA 94550
(925) 960-4471
aaross@cityoflivermore.net

X. WAIVER

By submitting a response to this RFP, each respondent expressly waives any and all rights that it may have to object to, protest or seek legal remedies whatsoever regarding any aspect of this request, the City's selection of the top proposal, the City's rejection of any or all responses, and any subsequent agreement that might be entered into as a result of this request.

Scope of Work Checklist

The Scope of Work is the official description of the work that is to be completed during the contract. **The Scope of Work must be consistent with the Project Timeline. Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

The Scope of Work must:

- Use the Fiscal Year 2020-21 template provided and in Microsoft Word format.
- List all tasks and sub-tasks using the same title as stated in the project timeline.
- Include the activities discussed in the grant application.
- Include task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline.
- List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant).
- Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable.
- Include a thorough and accurate narrative description of each task and sub-task.
- Include a task for a kick-off meeting with Caltrans at the start of the grant.
- Include a task for procurement of consultants, if consultants are needed.
- Include a task for invoicing.
- Include a task for quarterly reporting to Caltrans.
- Include detailed public participation and services to diverse communities.
- Include project implementation/next steps.
- List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline.
- EXCLUDE environmental, complex design, engineering work, and other ineligible activities.

Scope of Work

Grantee: City of Livermore

Project Title: East Avenue Corridor Study Phase II

Introduction

The City of Livermore East Avenue Corridor Study Phase II aims to evaluate multiple complete streets alternatives through tactical urbanism and ultimately prioritize an alternative for this major arterial in eastern Livermore between Vasco Road and Livermore Avenue. This is the second phase of a comprehensive corridor study, a high-priority project identified in the City of Livermore's Bicycle, Pedestrian, and Trails Active Transportation Plan. The second phase would continue the complete streets study of the roadway that is currently underway. Long segments of East Avenue do not have bike facilities, while other segments have narrow bike lanes adjacent to 4-5 lanes of 40 mph traffic. The Active Transportation Plan recommends buffered bike lanes along the entire roadway, if feasible. This part of the Study will evaluate several complete streets alternatives such as Class IV separated bikeways, buffered bike lanes, traffic calming measures, transit operation improvements, and crossing improvements to attempt to balance the needs of all roadway users.

East Avenue is the only east-west corridor in the southeastern part of the city, serving two Priority Development Areas, multiple schools, high-density housing, environmentally disadvantaged areas, high-traffic community kitchens and other social services, and more. Because East Avenue is so crucial, a new corridor plan must balance the desires of three strong and competing interests: vehicle movement, on-street parking, and the need for bicycle/pedestrian/transit facilities. This second phase of the Study will attempt to find a solution that will accommodate all users, allowing them to physically experience different roadway and crossing alternatives without a significant impact to neighboring streets.

Factors to be considered in the Study include transit access, goods movement, sanitation, police and fire, economic impacts, health, parking, Safe Routes to School (SRTS), and the interests of nearby residents and business owners. The City intends to work with identified stakeholders including Caltrans District 4, Bike East Bay, Alameda County Public Health Department, Alameda County Transportation Commission, LAVTA bus service, Livermore Valley Joint Unified School District, school PTAs, SRTS champions, goods movement providers, major employers such as the Sandia and Lawrence Livermore National Labs, businesses, Livermore Sanitation, Livermore Police and Fire Departments, and residents to ensure the best infrastructure alternatives are considered. Once the Study is complete, the City will use the information gathered and deliverables to implement, design and construct, a recommended project.

The purpose of the Study and resulting improvements is to implement the City's Complete Street Policies, increase walking and biking mode share along the corridor, reduce GHG emissions, and improve pedestrian and bicycle access to major activity generators within the community. The scope of work below reflects the anticipated process and deliverables for Phase II of the City of Livermore East Avenue Corridor Study.

Responsible Parties

The City of Livermore with the assistance of a consulting firm specializing in tactical urbanism will perform this work. The City has not yet selected a consulting firm and the proper procurement procedures will be used through a competitive Request for Proposal (RFP) process. City staff anticipates these figures will not differ substantially and will not exceed the grant request amount.

Overall Project Objectives

- Improve mobility choices for the Livermore community
- Improve efficiency of the transportation system
- Lay the foundation for a healthier Livermore
- Reduce pollution by encouraging more walking, bicycling, and transit trips
- Identify safety and infrastructure barriers to walking to school, work, for errands, or for recreation along the corridor
- Identify prioritized alternatives based on needs, best practices, and community input

1. Project Initiation

Task 1.1: Project Kick-off Meeting with Caltrans

- The City will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented and sent to appropriate parties within one week of meeting.

Responsible Party: The City

Task 1.2: RFP for Consultant Services

- Complete an RFP process for selection of a consultant following the proper procurement procedures.

Responsible Party: The City

Task 1.3: Project Kick-off Meeting with Consultant

- The City will hold a kick-off meeting with the consultant team to review the project scope and timeline. Caltrans staff will be invited to attend. Travel expenses will be needed.

Responsible Party: The City

Task #	Deliverable
1.1	Meeting agenda and minutes
1.2	Copy of Procurement Procedures and Executed Consultant Contract
1.3	Meeting agenda and minutes

2. Outreach Strategy and Implementation

All meetings will be publicly noticed to ensure maximum attendance through a combination of social media and webpage posts, direct correspondence with potentially affected parties, flyers, and newspaper ads. All public notices will be in English and Spanish – the primary languages spoken at home in Livermore. Translators for additional languages and sign language interpreters will be present at all workshops.

All tasks include staff coordination. Monthly face-to-face or conference call project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

If necessitated by COVID-19 restrictions, staff and consultants can conduct all public engagement, TAC meetings, internal project team meetings, etc. virtually.

Task 2.1: Project Promotion/Website

- Utilize the current project website for the City of Livermore East Avenue Corridor Study Phase II to promote the tactical urbanism and community engagement events, document workshops, and host the community survey (Task 2.6). The webpage will also allow members of the public to download and provide feedback on draft plans, project materials, the Draft Study and eventually view the Final Study.

Responsible Party: Consultant/The City

Task 2.2: Technical Advisory Committee

- Reconvene the East Avenue Corridor Study Technical Advisory Committee (TAC) to provide guidance on the Tactical Urbanism plans, in addition to serving as ambassadors for Phase II of the Corridor Study to share resources with stakeholders about outreach activities, opportunities to review deliverables, and other ways to engage with the project.

Committee members will include staff from Caltrans, the City of Livermore, Livermore Park District (LARPD), Livermore Fire and Police Departments, Livermore School District (LVUSD), Livermore Amador Valley Transit Authority (LAVTA), Livermore Sanitation, and Public Works. In-person meetings will be held at key intervals during the Study's Phase II development. Additional materials for review will be shared or discussed online.

Responsible Party: Consultant/The City

Task 2.3: Public Workshop #1

- This workshop will introduce the second phase of the study to the public, define project parameters, and inform the community of the approach and the creative programming that help make Tactical Urbanism projects successful. This workshop would build on the outreach performed for Phase I of the East Avenue Corridor Study, which will engage residents, elected officials, City of Livermore staff, local alternative transportation advocacy groups, business owners, and other educational, religious, and civic institutions. This workshop would reconvene these stakeholders to educate partners and the public about what Tactical Urbanism is and how it works most effectively, and to brainstorm how the alternatives identified in Phase I Corridor Study will move from the paper to the pavement as part of this Phase II of the Corridor Study. During this workshop, staff and consultants will ask attendees which of the alternatives from the Corridor Study they'd most like to see implemented with Tactical Urbanism. The workshop will include an interactive planning activity that will help participants think through the design and implementation of potential solutions.

In addition to ads, flyers, and social media posts, the project team will post letters directly to property owners, residents, and businesses on East Avenue to inform them that their street may change in the future and the workshop provides an opportunity to give their input regarding the vision for their street. Contacting local users of the street ensures that relevant members of the community participate, are heard, and the alternatives evaluated in Phase II of the Study are based on a balance of perspectives, not just those of activists. Travel expenses and meeting supplies needed.

Responsible Party: Consultant/The City

Task 2.4: Public Workshop #2

- Between the first and second workshops, staff and consultants will produce plans for the Tactical Urbanism project(s) to be reviewed and

finalized at the second workshop. This workshop also includes an implementation component, where the attendees brainstorm materials and volunteer skills and/or services to the implementation of the project. As part of this second workshop effort, staff and consultants will perform door-to-door outreach around the project site(s) in advance of the project implementation, as necessary to ensure proper notice and public input. Travel expenses, professional facilitator, and meeting supplies needed.

Responsible Party: Consultant/The City

Task 2.5: Pop-Up Community Events

- Staff and consultants will host a pop-up kick-off event for each Tactical Urbanism Event. Members of the project team will be on hand on either side of the road/at each end of the road to answer questions and solicit feedback from community members. Representatives from the Livermore Fire and Police Departments will be invited to attend and provide input. The Fire Department, Livermore Amador Valley Transit Authority (LAVTA), and Livermore Sanitation will be invited to drive a fire truck, bus, and waste management vehicle through the project area during the event to ensure feasibility. Students from local schools will be invited to participate in setup for the event, riding or walking through the project area during the event, and gather or provide feedback.

If COVIS restrictions on large gatherings are still in place at the time of the event, we can host small group tours of the installation and provide mobile-friendly information about the installation for a self-guided experience.

Additionally, community engagement will be conducted at existing events, such as the local farmers market and Bike to Work Day held at the Sandia and Lawrence Livermore National Laboratories (and located at the eastern end of the corridor). These events will capitalize on the presence of an existing audience and result in reaching community members that may not otherwise be able to participate. The pop-ups will provide an opportunity to promote the installations and encourage the community to experience the facilities. Travel expenses and event supplies needed.

Responsible Party: Consultant/The City

Task 2.6: Community Survey

- An online community survey will be developed to solicit feedback from residents and stakeholders about their experience during each tactical

urbanism event. This survey will be available in paper format or utilizing an online survey platform such as Survey Monkey to gather feedback during and after the events. Paper surveys will be collected at each kick-off event, if needed, and will be entered into the online platform. The online survey will remain open until one week after the final tactical urbanism installation is removed. Results will be summarized and included in the Draft and Final Phase II Studies (Task 4).

Responsible Party: Consultant/The City

Task 2.7: Stakeholder Interviews

- Interviews will be held with stakeholder groups such as school representatives, business owners, and Bike East Bay after the tactical urbanism events to solicit feedback on the pros and cons of the different alternatives. Interviews will be held with each group independently to ensure stakeholder comfort and the ability to speak freely. Travel expenses and meeting supplies needed.

Responsible Party: Consultant/The City

Task #	Deliverable
2.1	Project website, promotion materials.
2.2	Meeting agendas and minutes.
2.3	PowerPoint presentation, workshop summary, photos. Summary will be converted into Study appendix in Task 4.2
2.4	PowerPoint presentation, workshop summary, photos. Summary will be converted into Study appendix in Task 4.2
2.5	Event summaries, photos from events
2.6	Online and in-person survey results and analysis. Summary will be converted into Study appendix in Task 4.2
2.7	Interview notes. Summaries will be converted into Study appendix in Task 4.2

3. Tactical Urbanism Events

To help community members experience first-hand the various alternatives that will be analyzed in the Corridor Study, staff and consultants will implement tactical urbanism temporary installations. The temporary installations will include temporary bicycle and pedestrian improvements along several blocks of East Avenue within the project extents and showcase at least three of the Corridor Study alternatives. The installations will be in place on the timescale of weeks to months to allow

residents and stakeholders to experience each alternative.

The results of the initial TAC meeting, the initial Workshop, and follow up meetings with the TAC and consultants will determine which elements of the Corridor Study merit further development as potential tactical urbanism projects. We will evaluate the projects based on organizational/governmental commitment, volunteer capacity, materials and project delivery budget, local business involvement, local plans/policies, political leadership/champions, and the built context: land use, street network, street types and other urban design aspects conducive to a range of project types, and all while considering geographic/social/economic equity in the selection process. Potential projects may be a single, continuous project (e.g. buffered bike lane), or multiple locations of smaller interventions (e.g. crosswalks, curb extensions, etc.), or both, depending on the duration of the evaluation period, allowable materials, and materials budget.

All tasks include staff coordination. Monthly face-to-face or conference call project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 3.1: Project Designs

- Once the various projects have been selected, the consultant team will develop detailed conceptual plans to ensure feasibility and to help guide implementation. The development of the plans will take place in close collaboration with the City's Public Works and Community Development Departments and may make use of materials already on hand or require purchasing new materials to fit the scale/scope of the project(s).

The plans for the tactical urbanism installations will match the proposed alternative(s) from the Phase I Corridor Study as closely as possible, with the understanding that tactical urbanism installations do not change existing curbs, or add any new ones, or involve any permanent materials or capital improvements. The project(s) will be implemented within the existing right-of-way and use existing striping as much as possible. The plans will also note the temporary materials to be used, and where project and MUTCD signage will be located. No engineering or traffic studies shall be included in this scope.

Responsible Party: Consultant

Task 3.2: Logistics and Permitting

- Planning for and installing tactical urbanism projects presents a specific set of logistical challenges but also numerous community-building opportunities. From material identification and storage/staging, to permit applications and material deployment, every step of the installation process will be considered as a tool for building social capital and community capacity that supports the implementation of permanent infrastructure.

Planning for material procurement, staging, and security/safety needs will be paramount to the success of each project. Part of the consultant selection will consider the firm's experience developing creative installation approaches that keep the costs low and the logistics streamlined. A contingency plan will be in place in case of poor weather and the materials used will be appropriate for the climate and a range of possible weather conditions over the proposed lifespan of the project. A complete outline of the process that leads up to, and guides project implementation will be developed as a project brief for each team.

Responsible Party: Consultant/The City

Task 3.3: Installation and Removal

- The project staff will work with a team of City staff, volunteers, and stakeholders to implement each tactical urbanism alternative. This team will also be responsible for returning the project area to its original condition upon completion.

Responsible Party: Consultant/The City

Task #	Deliverable
3.1	Project Plans
3.2	Implementation Plans
3.3	Photos of installation and removal

4. East Avenue Corridor Study Phase II

Task 4.1: Administrative Draft Study

- Based on comments received during tactical urbanism installations, promotional events, project website, and other community engagement activities, the consultants will prepare an Administrative Draft Corridor Study Phase II summarizing the results of the technical data and community and stakeholders experience of the alternatives for City Staff

to review. In addition, the Draft Study will include an Implementation Chapter that will identify an improvement strategy, project level cost estimates for the preferred alternative, possible funding sources, and performance measures.

Responsible Party: Consultant

Task 4.2: Draft Study

- Based on City Staff comments on the Administrative Draft Study, the Study will be revised into a Public Draft Study

Responsible Party: Consultant

Task 4.3: Planning Commission

- Present the Draft Study to the Livermore Planning Commission. Solicit feedback, respond to any questions, and resolve critical issues. Travel expenses and meeting supplies needed.

Responsible Party: Consultant/The City

Task 4.4: Final East Avenue Corridor Study Phase II

- Complete the Final Study that addresses comments from the Planning Commission (Task 4.3) and includes chapters covering existing conditions, outreach process and description of the tactical urbanism installations, analysis of alternatives, description and justification of the preferred alternative, summary of findings and community feedback, and implementation strategy. An electronic copy of the final report will be submitted to Caltrans. Credit of the financial contribution of the grant program will be given on the cover or title page of the report.

Responsible Party: Consultant

Task 4.5 City Council Adoption

- Present the Final East Avenue Corridor Study (Phase I and II) at a City Council meeting. If needed, revise Study to resolve any critical issues. Adopt Final East Avenue Corridor Study. Travel expenses needed.

Responsible Party: Consultant/The City

Task #	Deliverable
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4.1	Administrative Draft Study
4.2	Draft Study
4.3	Planning Commission
4.4	Final East Avenue Corridor Study Phase II
4.5	City Council Adoption

5. Fiscal Management

Task 5.1: Invoicing

- Submit complete invoice packages to Caltrans District staff based on milestone completion – at least quarterly, but no more frequently than monthly.

Responsible Party: The City

Task 5.2: Quarterly Reports

- Submit quarterly reports to Caltrans District staff providing a summary of project progress and grant/local match expenditures.

Responsible Party: The City

Task #	Deliverable
5.1	Invoicing
5.2	Quarterly reports

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day of , 20 , by and between the City of Livermore (“City”), a municipal corporation, and (“Consultant”), .

RECITALS

City requires professional services to .

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.
2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.
3. **Description of Services.** Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively “the Services”):
4. **Consultant’s Responsibilities.** Consultant shall:
 - (a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;
 - (b) Provide the resources necessary to complete the Services in a timely manner;
 - (c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with _____ (“Project Manager”), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Consultant’s invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City’s place of business during normal business hours. Consultant shall give City 30 calendar-days’ written notice prior to destroying the invoices and records, and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager’s written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; and,

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant.

(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker’s compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.

(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of \$ _____ ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on _____, 20____, and terminates upon the completion of the Services or _____, 20____, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive

termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Indemnity and Defense.

(a) Definitions. When used in this “Indemnity and Defense” section, these terms have the following meaning:

(1) “City,” means the City, its elected officials, officers, directors, employees, agents, or designated volunteers.

(2) “Design Professional,” means licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the provisions of the California Business and Professions Code listed at California Civil Code, section 2782.8, upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement.

(3) “Non-Design Professional,” means any person or entity upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement who or which is not a Design Professional.

(4) “Loss,” or “Losses,” mean all claim for or actual loss, liability, damage, cost, and expense including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with Consultant’s obligation or work to perform this Agreement including the City’s active or passive negligence, except for such Loss arising from the sole negligence or willful misconduct of the City.

(b) Non-Design Professional Services. Consultant shall defend, indemnify, and hold harmless the City from and against any alleged Loss arising out of, pertaining to, or relating to, the services of any Non-Design Professional.

(c) Design Professional Services. For an alleged Loss that solely arises out of, pertains to, or relates to, the services of a Design Professional, Consultant shall defend and indemnify the City solely for such Losses due to the negligence, recklessness, or willful misconduct of the Design Professional(s) as allowed by application of California law, including California Civil Code, section 2782.8, as written on the effective date of this Agreement and according to applicable judicial interpretations.

(d) Mixed Services. If an alleged Loss arises out of, pertains to, or relates to both the services of a Design Professional and a Non-Design Professional, Consultant shall defend City against the claimed Loss and shall indemnify and hold harmless City from all Losses alleged against the Non-Design Professional combined with any Losses allegedly due to the negligence, recklessness, or willful misconduct of any Design Professional.

12. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit “B” against claims that may arise from or in connection with this Agreement and performance of the Services.

Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or

conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention:

 1052 S Livermore Avenue
 Livermore, California 94550

TO CONSULTANT: Attention:

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Counterparts. This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

Signatures and Attachment List on the Next Page

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONSULTANT:

Dated:

By:
Title:

CITY OF LIVERMORE:

Dated:

{Name of person authorized to sign per Muni Code 2.68}
{Title}

APPROVED AS TO FORM:

Assistant/City Attorney

Attachments:

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
\$2,000,000 per occurrence/**\$4,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."
4. Professional Liability/ Cyber Liability/Errors and Omissions:
\$2,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated

volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.