

**REQUEST FOR QUALIFICATIONS**

**For**

**On-Call Landscape Architecture Consulting Services**



**CITY OF SAN RAMON**  
PUBLIC WORKS DEPARTMENT

**Issued: December 22, 2023**

**SOQ Deadline: January 18, 2024 at 2:00 p.m.**

**to**

**City Clerk  
San Ramon City Hall  
7000 Bollinger Canyon Road  
San Ramon, CA 94583**

**Attn: City Clerk**

A handwritten signature in blue ink, appearing to read "M. Fierner".

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Maria Fierner, P.E.  
Public Works Director

**CITY OF SAN RAMON  
REQUEST FOR QUALIFICATIONS**

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## CITY OF SAN RAMON REQUEST FOR QUALIFICATIONS

The City of San Ramon (“**City**”) requests a statement of qualifications (“**SOQ**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for **On-Call Landscape Architecture Consulting Services** (“**Project**”).

### 1. ABOUT THE CITY

The City of San Ramon was incorporated in 1983 as a charter city and located in the San Ramon Valley of Contra Costa County, approximately 35 miles east of the City of San Francisco in the San Francisco Bay Area. The San Ramon Valley has long been considered one of the most desirable living areas in the Bay Area because of its scenic beauty, suburban charms, excellent school systems, and proximity to major employment centers. The City occupies a land area of 18.56 square miles and is surrounded by the communities of Danville and Dublin, as well as the unincorporated lands in both the Alameda and Contra Costa Counties.

The City operates under a Council-Manager form of government with over 250 employees, serving a population of approximately 81,344. Additional information about the City is available online at [www.sanramon.ca.gov](http://www.sanramon.ca.gov).

### 2. THE SERVICES

**A. Summary.** The City requires on-call landscape architecture consulting services (“**Services**”) for providing plans, specifications and estimates, reviewing landscaping plans from developers, assisting with park design and master plan projects, and assisting and/or designing city beautification projects.

**B. Form of Agreement.** A copy of the CITY’s standard Consulting Services Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting an SOQ, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

**C. Scope of Services.** The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting an SOQ, the Respondent represents that it is fully qualified and available to provide the Services as set forth in the Scope of Services, and that it agrees to provide those Services as specified if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

### 3. REQUEST FOR QUALIFICATION PROCEDURES

**A. Requests for Information.** Questions or objections relating to the RFQ, the attachments hereto, the RFQ procedures, or the required Services may only be submitted via email to Shane Hsieh, Senior Civil Engineer, at

[chsieh@sanramon.ca.gov](mailto:chsieh@sanramon.ca.gov) by 5:00 p.m., January 15, 2024 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

**B. Pre-Submittal Meeting.** A Pre-Submittal Meeting will not be held.

**C. Submittal Instructions.** SOQs must be **received** by the City by or before **January 18, 2024 at 2:00 p.m. (“SOQ Deadline”)**. Respondent must submit one (1) original and four (4) identical copies of the SOQ in a sealed envelope labeled with Respondent’s name and return address, marked “SOQ for **On-Call Landscape Architecture Consulting Services**,” and addressed as follows:

City Clerk  
 City of San Ramon  
 7000 Bollinger Canyon Road  
 San Ramon, CA 94583

The SOQ may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the SOQ Deadline. Late submissions will be disregarded.

**D. Planned RFQ Schedule.** The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the SOQ Deadline, and may be amended by addenda to this RFQ:

ACTIVITY	PLANNED DATES/TIME
RFQ Issued	December 22, 2023
Pre-Submittal Meeting	N/A
Request for Information Deadline	January 15, 2024 at 5:00 p.m.
SOQ Deadline	January 18, 2024 at 2:00 p.m.
Interviews (if requested by City)	February 8, 2024
Notice of Selection	February 15, 2024
Council Approval and Award	March 12, 2024
Commence Services	March 2024

**E. Addenda.** City reserves the right to issue addenda to modify the terms and conditions of this SOQ, including modifications to the SOQ Deadline or to the Attachments to this SOQ. Addenda will be posted on the CITY’s website at [www.sanramon.ca.gov/our\\_city/bids\\_rfp](http://www.sanramon.ca.gov/our_city/bids_rfp). Each Respondent is solely responsible for checking the CITY’s website for addenda, and for reviewing all addenda before submitting its SOQ.

#### 4. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. Each SOQ must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the SOQ. SOQs should not exceed 50 one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting an SOQ, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 90 days following the SOQ Deadline.

**A. Cover Letter.** Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) Type of organization (e.g. corporation, partnership, etc.);
- (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) Contact information, including name, title, address, phone number, and email of Respondent's primary representative for purposes of this RFQ; and

**INCLUDE THE STATEMENTS BELOW:**

- (5) Respondent agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFQ. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Respondent specifically acknowledges receipt of the following addenda:

Addendum:                      Date Received:

# 01                                      \_\_\_\_\_  
# 02                                      \_\_\_\_\_; and

- (6) Respondent has read and understood that they must obtain a San Ramon Business License, if applicable; the insurance requirements outlined in Attachment A, and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's SOQ, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state name, title, and email address.

**B. General Qualifications.** Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide

the Services. Provide references related to work history in Plan Check Services, Design Services and other Services, which best illustrates the firm’s qualifications for this work. Provide the firm’s background, vision, size of firm, and years in business.

**C. Experience.** Provide a listing of similar projects where landscape architectural consulting services have been provided by your firm (within the last three (3) years). Please provide the following information for at least five (5) projects:

- a. Project Title
- b. Client/Contact Person/Phone Number/Project Location
- c. Project Budget/Project Timeline
- d. Brief project description

**D. Staffing.** List all personnel who will be assigned to the City. Include name, title, and resumes. Include any relevant qualifications, professional registrations or qualifying certificates within the State of California, experience and education, and their services to be provided for the proposed work. Include a history of similar projects performed by each project team member. If changes occur in personnel dedicated to the project, a new list must be provided for the CITY’s approval.

Prime CONSULTANTS and all SUB-CONSULTANTS, if any, shall provide a list of staff hourly rates for all categories of employees that will be involved in this project. Hourly rates shall be inclusive of base salary, fringe benefits, overhead, profit, and any other operational expenses.

**E. Price.** Provide a detailed price proposal that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc.

**F. Proposed Approach.** Briefly describe Respondent’s proposed approach to providing the Services and how that approach will offer value to the City.

## 5. EVALUATION

The factors that the City will consider in evaluating SOQs are as follows:

- General qualifications 1-15 points
- Relevant experience 1-15 points
- Proposed staffing 1-15 points
- Pricing 1-15 points
- Proposed approach 1-10 points
- References 1-10 points
- Interview 1-20 points

## 6. SELECTION AND AWARD

**A. Review.** SOQs will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the SOQs will be ranked based on total scores to identify the SOQ that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

**B. Award.** The City will award the Agreement, if at all, to the Respondent(s) that is/are determined by the City, acting in its sole discretion, to offer the most advantageous SOQ to the City based on the CITY's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent(s) that it determines to offer the most advantageous SOQ. The Respondents will be notified of staff's intended recommendation by a Notice of Selection, which will be posted on the CITY's website at [www.sanramon.ca.gov/our\\_city/bids\\_rfp](http://www.sanramon.ca.gov/our_city/bids_rfp), and which may also be emailed to each Respondent that submits an SOQ.

- Upon award, Respondent(s) must apply and obtain a San Ramon Business License, for more information please see [here](#).

**C. Protest Procedures.** Any protest challenging the CITY's intended selection, or the selection process must be submitted no later than 5:00 p.m., on the fifth (5<sup>th</sup>) business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk at [cityclerk@sanramon.ca.gov](mailto:cityclerk@sanramon.ca.gov), copy to Shane Hsieh, at [chsieh@sanramon.ca.gov](mailto:chsieh@sanramon.ca.gov) and must clearly specify the basis for the protest. The protest will be reviewed by the Public Works Director, in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

## 7. MISCELLANEOUS

**A. Disclaimers and Reservation of Rights.** Upon receipt, each SOQ becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. The City reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in an SOQ or submission of an SOQ. The City reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.

**B. Conflict of Interest.** Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect

Consultant: **VENDOR**  
Agreement Amount: Not-to-Exceed \$XX,XXX.XX  
Project: **ON-CALL LANDSCAPE ARCHITECTURE CONSULTING SERVICES**  
Project Manager: *Shane Hsieh, Senior Civil Engineer*

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to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Respondent.

**C. Public Records.** The City is subject to the provisions of the California Public Records Act (Govt. Code § 7920.00, *et seq.*) (the “**Act**”), and each SOQ submitted to the City is subject to disclosure as a public record, unless the SOQ or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its SOQ is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting an SOQ, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the SOQ or any portions thereof.

**Attachments:**

Attachment A – Form of Agreement  
Attachment B – Scope of Services



**Attachment A – Form of Agreement**

**CONSULTING SERVICES AGREEMENT  
BETWEEN THE CITY OF SAN RAMON AND  
CONSULTANT  
FOR  
ON-CALL LANDSCAPE ARCHITECTURE CONSULTING SERVICES**

This Agreement is made by and between the City of San Ramon, a municipal corporation, "CITY," and (Name of Consultant), "CONSULTANT" together referred to as the "Parties."

**RECITALS**

**WHEREAS**, CITY desires to secure professional consulting services for landscape architecture consulting services; and

**WHEREAS**, CITY solicited Statements of Qualification ("SOQ") by Request for Qualifications ("RFQ") for on-call landscape architecture consulting services; and

**WHEREAS**, after review of all SOQs submitted pursuant to said RFQ, CONSULTANT's proposal on the project was accepted by the CITY and identified as most advantageous to the CITY; and

**WHEREAS**, CONSULTANT by reason of qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services; and

**WHEREAS**, the City Council has authorized the Mayor to enter into an agreement for landscape architecture consulting services by adopting Resolution No. 2024-XX on \_\_\_\_\_, 2024; and

**WHEREAS**, CONSULTANT is willing to provide the requested services.

**NOW, THEREFORE**, in consideration of the mutual promises set forth, CITY and CONSULTANT agree as follows:

- 1. Award of Agreement.** In response to the Request for Proposals, CONSULTANT has submitted a Proposal to perform the Work as set forth in the Request for Proposal, Attachment B – Scope of Work\ . On \_\_\_\_\_, 2024, City authorized award of this Agreement to CONSULTANT for the amount set forth in Section 5, below.
- 2. RFQ Documents.** The RFQ Documents incorporated into this Agreement include and are comprised of all of the documents listed below.

**Sections**

- 2** The Services
- 3** Request for Qualification Procedures
- 4** SOQ Requirements
- 5** Evaluation
- 6** Selection and Award
- 7** Miscellaneous

**Scope of Service.** The scope of service covered by this Agreement includes providing plans, specifications, and estimates, reviewing landscaping plans from developers, assisting with park design and master plan projects, and assisting and/or designing city beautification projects and as further described and contained in the scope of work as set out in Exhibit A, attached and incorporated herein by reference.

CONSULTANT shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONSULTANT to provide the services required hereunder.

- 3. Term of Agreement.** This Agreement shall commence as of the effective date and shall end on December 31, 2026 or the date CONSULTANT completes the services provided for in this Agreement, whichever occurs first, unless otherwise terminated under the terms of Section 18 of this Agreement.

CITY shall have the option to renew this Agreement for not more than two (2) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement. Any contract extension or amendment must be in writing and fully executed by both parties to take effect.

- 4. Compensation.** Compensation for the services shall be paid on a time-and-materials basis. The maximum compensation is not-to-exceed **XX DOLLARS (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in Exhibit A.

**5. Invoicing, Payments, Notices.**

CONSULTANT shall submit invoices, not more frequently than every two (2) weeks, for the services rendered during the preceding period. Invoices shall describe the beginning and end dates of the billing period, services performed including tasks summary, accounting of hours worked, reimbursable expenses incurred, and any other documentation as may be requested by CITY.

City shall make payments based on invoices received for work satisfactorily performed and for authorized reimbursable expenses incurred. City shall pay undisputed invoices within net thirty (30) days from receipt of the invoice.

CONSULTANT shall transmit invoices for services by this Agreement, to CITY as follows:

City of San Ramon  
**Attn: Shane Hsieh, Senior Civil Engineer**  
7000 Bollinger Canyon Road  
San Ramon, CA 94583  
[chsieh@sanramon.ca.gov](mailto:chsieh@sanramon.ca.gov)

CONSULTANT shall transmit by mail or deliver any notices required by this Agreement, to CITY as follows:

City of San Ramon  
**Attn: City Clerk**  
7000 Bollinger Canyon Road  
San Ramon, CA 94583

Consultant: **VENDOR**  
Agreement Amount: Not-to-Exceed \$XX,XXX.XX  
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[cityclerk@sanramon.ca.gov](mailto:cityclerk@sanramon.ca.gov)  
copy to: Amy A. Amiri, Senior Analyst  
[aamiri@sanramon.ca.gov](mailto:aamiri@sanramon.ca.gov).

CITY shall transmit (or hand deliver) notices and payments on invoiced amounts by this Agreement to CONSULTANT as follows:

Company Name  
**Attn: Contact Name**  
Address  
Address  
Email

6. **Professional Services – Additional Obligations on Scope of Work.** CONSULTANT shall:
  - a. Not either during or after the term of this Agreement, make public any reports or articles or disclose to any third party any confidential information relative to the work of CITY or the operations or procedures of CITY without prior written consent of CITY.
  - b. Not during the term of the Agreement, take any action that would affect the appearance of impartiality or un-professionalism. CONSULTANT shall perform all services of this Agreement according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged.
7. **Financial Records of Consultant.** CONSULTANT shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONSULTANT shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONSULTANT shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided. When requested by CITY, CONSULTANT shall make all such records available to CITY within fourteen (14) days of the request.
8. **Final Work Product.** Final work products produced by CONSULTANT in the form of computer files shall be delivered on a CD, in ESRI GIS shape file version 8.3 (or newer), or a Autodesk AutoCAD 2010 (or newer) file, Microsoft Word, Access or Excel format. All hard copy (paper) reports shall be accompanied by associated digital files used to create them. The deliverable of GIS data layers will represent all new and derivative mapped layers used to create all mapped information. It will be delivered in AutoCAD or ESRI GIS format. Data representing areas will be represented by closed polylines. All GIS data should be delivered in the State Plane Projection system, NAD 83, units of feet. In addition, all new mapped information (information pertaining to a geographic location) or information created from map base GIS data, including various analysis options, will be documented to indicate basic metadata about the information created. Metadata is data describing the purpose, accuracy methodology and date of creation of the mapped GIS data. The metadata should be delivered in Word and/or excel format. CONSULTANT will meet with CITY's GIS Specialist at the beginning of the project to ensure understanding of the required deliverables. CONSULTANT shall provide CITY's GIS

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Specialist with an acceptable draft of GIS data documentation for draft GIS data layers, by the conclusion of the first draft report. A final acceptable GIS documentation report will be delivered at the time of completion of the final report. All of CONSULTANT's work product under the Agreement shall be the property of CITY.

**9. Ownership of Work Product.** All work products of CONSULTANT provided hereunder shall become the property of CITY.

**10. Proprietary or Confidential Information.** CONSULTANT understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONSULTANT may have access to private, proprietary, or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

CONSULTANT agrees that all confidential information disclosed to CONSULTANT by CITY shall be held in confidence and used only in performance of this Agreement. CONSULTANT shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary, or confidential information.

**11. Public Records.** CONSULTANT acknowledges that CITY is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000, *et seq.*) (the "Act"); therefore, this Agreement and any writing prepared for or submitted to CITY, including but not limited to CONSULTANT's Proposal or Statement of Qualifications, is subject to disclosure as a public record, unless any portion thereof is exempt under the Act. If CONSULTANT believes that any portion of a public record is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. CONSULTANT bears the burden of proving any claimed exemption under the Act, and by signing this Agreement and initialing the acknowledgement below, CONSULTANT agrees to indemnify, defend, and hold harmless CITY against any third-party claim seeking disclosure of the public record or any portions thereof.

**PLEASE INITIAL:**

\_\_\_\_\_ CONSULTANT has read and understands the Public Records Act requirements outlined above and hereby affirms that (1) CONSULTANT bears the burden of proving any claimed exemption under the Act, and (2) CONSULTANT agrees to indemnify, defend, and hold harmless CITY against any third-party claim seeking disclosure of the public record or any portions thereof.

**12. Independent Contractor.** The Parties intend that this Agreement will create an independent CONSULTANT/CITY relationship. No agent, employee, or representative of the CONSULTANT shall be deemed to be an employee, agent, or representative of the CITY for any purpose, and the employees of the CONSULTANT are not entitled to any of the benefits the CITY provides for its employees. The CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement.

In the performance of the services contemplated in this Agreement, the CONSULTANT is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated in this Agreement must meet the

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approval of the CITY and shall be subject to the CITY's general rights of inspection and review to secure the satisfactory completion of the work.

**13. Reports and Inspections.** The CONSULTANT, at such times and in such forms as the CITY may require, shall furnish the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

The CONSULTANT shall at any time during normal business hours, and as often as the CITY may deem necessary, make available for examination all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CONSULTANT's activities that relate directly or indirectly to this Agreement.

**14. Out of State Business.** If CONSULTANT is an out of state business and does not have a local office within the State of California, CONSULTANT shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state CONSULTANT fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.

**15. Insurance.** CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be incorporated in the CONSULTANT's proposal.

**A. Required Insurance.** CONSULTANT shall maintain, at all times, during the term of this Agreement and at CONSULTANT's sole cost and expense:

- i. **Comprehensive General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, including, without limitation, blanket contractual liability, with limits no less than two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONSULTANT shall require each subcontractor to maintain Workers' Compensation insurance and

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Employer's Liability insurance in accordance with the laws of the State of California for all the subcontractor's employees.

- iii. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than three million dollars (\$3,000,000) per occurrence or claim, three million dollars (\$3,000,000) aggregate.

If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

**B. The liability policies must contain, or be endorsed to contain the following provisions:**

- i. *Additional Insured Status:* CITY, its Council, officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
- ii. *Primary Coverage:* For any claims related to this agreement, the **CONSULTANT's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the CITY, its Council, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its Council, officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- iii. *Umbrella or Excess Policy:* The CONSULTANT may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONSULTANT's primary and excess liability policies are exhausted.
- iv. *Notice of Cancellation:* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CITY.

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- v. *Waiver of Subrogation*: CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
- vi. *Self-Insured Retentions*: Self-insured retentions must be declared to and approved by CITY. The CITY may require the CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by CITY. Any and all deductibles and SIRs shall be the sole responsibility of CONSULTANT or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. CITY may deduct from any amounts otherwise due to CONSULTANT to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. CITY reserves the right to obtain a copy of any policies and endorsements for verification.
- vii. *Acceptability of Insurers*: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.
- viii. *Claims Made Policies* if any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the agreement or the beginning of the agreement of work.
  - b. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the agreement of work.**
  - c. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the agreement effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.
- ix. *Subcontractors*: CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that CITY is an additional insured on insurance required from subcontractors.
- x. *Verification of Coverage*: CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies

listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- xi. Duration of Coverage:* CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the agreement of work.
- xii. Special Risks or Circumstances:* CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**PLEASE INITIAL:**

\_\_\_\_\_ CONSULTANT has read and understood the insurance requirements outlined above and hereby affirms that (1) the cost of providing such insurance has been incorporated into CONSULTANT's proposal, and (2) that CONSULTANT provided the required documentation for insurance coverages prior to execution of this Agreement.

- 16. Conflicts of Interest.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement, CITY Resolution No. 2020-017, California Government Code §1090, *et seq.*, or the Political Reform Act, as set forth in California Government Code §81000, *et seq.* and its accompanying regulations. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement. Any violation of this Section constitutes a material breach of the Agreement.
- 17. Prohibited Interest.** No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds of this Agreement.
- 18. Political Activity Prohibited.** None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 19. Nondiscrimination.** CONSULTANT represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.

**20. Indemnification.**

- a. To the fullest extent permitted by law, CONSULTANT must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and



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consultants (individually, an “Indemnitee,” and collectively the “Indemnitees”) from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, “Liability”) of every nature arising out of or in connection with the acts or omissions of CONSULTANT, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of CONSULTANT under the Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of CONSULTANT’s bid for the Agreement. CONSULTANT’s failure or refusal to timely accept a tender of defense pursuant to this Agreement will be deemed a material breach of the Agreement. City will timely notify CONSULTANT upon receipt of any third-party claim relating to the Agreement, as required by Public Contract Code § 9201. CONSULTANT waives any right to express or implied indemnity against any Indemnitee. CONSULTANT’s indemnity obligations under this Agreement will survive the expiration or any early termination of the Agreement.

- b. CONSULTANT does now remise, release, forever discharge and covenant not to sue the CITY, its Council, agents, servants, employees, officers, successors and assigns, and also any and all other persons, associations and corporations, whether or not named in this Agreement, who, together with the above named, may be jointly and severally liable to CONSULTANT, of and from any and all actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands in law or equity, including claims for contribution, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries or death, damage to property, and the consequences of the same, which previously have been or which later may be sustained by CONSULTANT or by any and all other persons, associations and corporations, from all liability arising out of or in connection with this Agreement. Notwithstanding the foregoing, CONSULTANT may assert claims against the CITY arising from the sole negligence, active negligence, or willful misconduct of the CITY.
- c. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided in this Agreement.

**21. Intellectual Property Indemnification.** CONSULTANT shall, at its expense, defend, indemnify and hold harmless CITY and any Indemnified Party against any and all Losses arising out of or in connection with any claim that CITY’s or Indemnified Party’s use or possession of goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall CONSULTANT enter into any settlement without CITY’s or Indemnified Party’s prior written consent.

**22. Amendments.** Any modifications or amendment of any provision of the Agreement shall be in writing and must be executed by all parties.

**23. Assignment.** The expertise and experience of CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT must not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY’s written consent shall be void and of no effect.

**24. Termination.** CITY may terminate this Agreement, in whole or in part, at any time, by providing at least ten (10) days' written notice to the other party. The CONSULTANT shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The CONSULTANT shall promptly submit a termination claim to the CITY. If the CONSULTANT has any property in its possession belonging to the CITY, the CONSULTANT will account for such property and dispose of it in a manner directed by the CITY.

If the CONSULTANT fails to perform in the manner called for in this Agreement, or if the CONSULTANT fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within fourteen (14) days after written notice of such failure, the CITY may immediately terminate this Agreement for cause. Termination shall be affected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

**25. Jurisdiction, Venue, and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

**26. Severability.** If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision of this Agreement is in conflict with any statutory provision of the state of California, such conflicting provision shall be deemed inoperative and null and void insofar as it may be in conflict with such statutory provisions and shall be deemed modified to conform to such statutory provisions.

**27. Entire Agreement, Time of Essence, No Waiver.** The parties agree that this Agreement is the complete expression of the terms of this Agreement and any oral representations or understandings not incorporated in this Agreement are excluded. Failure to comply with any of the provisions of this Agreement shall constitute material breach of Agreement and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. In the event of conflict between the body of this Agreement and its Exhibit(s), the terms of the body of this Agreement shall prevail.

**28. Signatures and Counterparts.** This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, electronic, facsimile and scanned signatures shall be binding the same as originals.

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Signatures intentionally omitted.

Consultant: **VENDOR**  
 Agreement Amount: Not-to-Exceed \$**XX,XXX.XX**  
 Project: **ON-CALL LANDSCAPE ARCHITECTURE CONSULTING SERVICES**  
 Project Manager: **Shane Hsieh, Senior Civil Engineer**

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*Signatures on the following page.*

**IN WITNESS WHEREOF** the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

**City of San Ramon**, a Municipal Corporation  
"CITY"

**Consultant Name**  
"CONSULTANT"

\_\_\_\_\_  
David E. Hudson, Mayor                      Date

X:  
\_\_\_\_\_  
[Insert Name of Signatory]                      Date

\_\_\_\_\_  
Steven Spedowski, City Manager                      Date

\_\_\_\_\_  
Title of Signatory

The Foregoing Agreement has been Reviewed and Approval is Recommended:

X:  
\_\_\_\_\_  
[Insert Name of Signatory]                      Date

\_\_\_\_\_  
Maria Fierner, Public Works Director                      Date

\_\_\_\_\_  
Title of Signatory

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Martin Lysons, City Attorney                      Date

XXXX  
\_\_\_\_\_  
San Ramon Business License #

**ATTEST:**

\_\_\_\_\_  
Christina Franco, City Clerk                      Date

\_\_\_\_\_  
Resolution Number 2024-XX  
Approved by City Council

## Attachment B – Scope of Services

### 1. General

The work will generally consist of, but not be limited to, providing landscape architecture consulting services routinely needed for:

- Preparation of conceptual designs and redesign of parks and landscaped areas including design options, construction drawings, and cost estimate for bidding.
- Preparation of revisions to previously approved park master plans.
- Design and preparation of detailed plans, specifications, and estimates for landscaping and park projects including CAD design drawings.
- Preparation of elevations and schematic design concepts for use with reports prepared by others for presentation to City Council, Parks and Community Services Commission, Park/Field user groups, neighborhood groups, school staff, etc.
- Peer-review landscape plans and specifications submitted to the City by developers and others.
- Preparation of cost estimates for park and landscape renovation or rehabilitation or new construction projects including cost analysis on maintenance cost reductions or increase resulting from a project.
- Review and preparation of landscape and park standards.
- Provision of inspection services for contracted landscape maintenance and/or construction projects ensuring specifications are satisfactorily met.
- Attendance at public meetings and participation in presentations to the City Council, Parks and Community Services Commission, the public, and others as needed.

The services will be on an “as-needed” basis, and a detailed scope of the services and list of deliverables will be determined on a task-by-task basis when such services are requested. A separate fee proposal will also be required for each task. CONSULTANT(S) need not be capable of providing all of the listed services to receive a contract. State clearly the portion of the Scope of Services that the CONSULTANT intends to provide.

The final agreement will include a provision for maintaining a named project manager and team for the duration of the project.

### 2. Example Projects

#### a. Fountain Landscape Design

The existing fountains located near the intersection of Crow Canyon Road and Dougherty Road may require renovation and redesign. This may include rehabilitation, modifications to the fountain(s), or removal and replacement with landscaping, art, and lighting features. The scope of work may include some or all of the following:

- Survey and Analysis of Existing Conditions: Topographic and property boundary surveys, investigation of current conditions, and the review of as-built drawings and previous design documents.

- Alternatives Development: Prepare rendered site plans and photo simulations for alternative concepts; attend meetings with City staff and community members to present and refine alternatives.
- Recommendation and detailed design: Provide a recommended conceptual design, and further develop the concept into a plan, specification, and cost estimate package.
- Development of construction and maintenance cost estimates.

b. Crow Canyon Gardens

The recently completed Crow Canyon Gardens Park Master Plan consists of a series of conceptual improvements to renovate the Crow Canyon Gardens, including repurposing elements of the existing Mudd's building and providing new and refreshed gardens, accessible paved pathways, a new nature play area, and additional community garden beds. The implementation of the Master Plan would be divided into phases, with each being designed and constructed as funding becomes available.

c. Trails Improvements and Maps

The scope of work for this project includes two main areas: (1) Identify and evaluate existing trail, pedestrian and bicycle conditions and programs; and (2) Develop and deliver a recommended Trail, Pedestrian and Bicycle Master Plan. The scope of work could include some or all of the following:

- Survey and Analysis of Existing Conditions: Provide inventory of existing facilities. Create and print on-line versions of City Bicycling and trail map for public use. Map to include Class I, II, and III bikeways, existing crosswalks, and off-street paths.
- Review of existing Bicycle and Trail policies including General Plan and Parks Master Plan, the County Bicycle and Pedestrian Master Plan and other documents. Compile all the information.
- Provide recommendations for potential improvements to trails or bike paths and provide preliminary, or design level plans, specifications and estimates for improvements to trails.

d) Other Park Master Plan or Detail Designs

During the term of the contract, the City may seek the services of a landscape architect to develop Master Plans for the conceptual design of new parks or develop detailed design based on existing master plans or repurpose existing facilities. Possible projects include the development of the Henry Ranch Park and the conversion of the undeveloped Wood Lot into a functional park. Other projects may include modification of sports fields to incorporate new facilities such as Cricket Pitches, or other more traditional uses.

e) Plan Reviews

As development or redevelopment occurs in San Ramon, developers may be obligated to construct or pay for landscaping and park improvements. They may elect to design and construct these improvements and turn the completed park or landscaping over to the City for ownership and maintenance. Under these circumstances, the City may seek services of a landscape architect to review design concepts, review detail plans for both adherence to the concepts, sustainable maintenance and compliance with City design standards and other regulatory requirements.

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### **3. Deliverables**

Each payment invoice must match the deliverables. Any change in deliverables must be negotiated with the Engineer prior to work being completed and prior to payment being made.

### **4. Budget**

The prospective CONSULTANT shall provide a proposed total fixed fee for all work specified in Scope of Work per each requested task. The budget shall include costs for all deliverables, including reimbursables.