

## **Request for Proposals**

### **PROFESSIONAL PLANNING AND ENGINEERING SERVICES CITYWIDE BICYCLE MASTER PLAN UPDATE**

**Public Works Department  
City of San Mateo, CA**

**April 15, 2018**

The City of San Mateo is requesting proposals for planning and engineering services for the update and development of a comprehensive citywide bicycle master plan. All questions regarding this Request for Proposals (RFP) shall be directed to Sue-Ellen Atkinson, Parking Manager, at (650) 522-7288 or [seatkinson@cityofsanmateo.org](mailto:seatkinson@cityofsanmateo.org).

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in Section II, "SCOPE OF WORK," of this notice. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings. The proposals shall be submitted to the Public Works Department, City of San Mateo, 330 West 20<sup>th</sup> Ave, San Mateo, California 94403, no later than 2:00 p.m. on Friday, May 11, 2018. Each proposer shall submit five (5) bound copies of the proposal and one (1) digital PDF copy on a flash drive in accordance with Section III, "PROPOSAL," of this notice.

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## I. INTRODUCTION

The City of San Mateo is seeking a qualified consultant (or team of consultants) to assist staff with a comprehensive update of the Citywide Bicycle Master Plan.

The City of San Mateo, located about 20 miles south of San Francisco, encompasses approximately 13.5 square miles. The City shares borders with Belmont, Burlingame, Foster City, and Hillsborough, in addition to the unincorporated Highlands-Baywood Park area of San Mateo County. With a population of over 103,000, San Mateo is the second largest city in San Mateo County.

San Mateo is a mixed residential and commercial community, with a multimodal transportation network. The largest land use in the City is residential, comprised of single-family and multi-family housing options. Commercial and industrial uses constitute the second largest land use category. As an urbanized city, redevelopment and small-scale infill are the predominate forms of new development within established zoning. The City is a charter city operating under a Council/Manager form of government. The five-member City Council serves as the legislative body, represents the entire community and is empowered by the City Charter to formulate citywide policy. The City Manager, appointed by the Council, serves as the chief executive officer and is responsible for the day-to-day administration of City affairs. The City's Public Works Commission also functions as the Pedestrian and Bicycle Advisory Committee. Commissioners are local residents appointed by the City Council. The Public Works Commission will provide guidance in the development of the master plan update.

The City developed a Citywide Bicycle Master Plan, envisioned as a document to help realize a safe, logical, and complete bikeway system. The existing Bicycle Master Plan was adopted by City Council in October 2011. Since adoption, a number of improvements recommended in the plan have been completed. Additionally, there have been innovations in bicycle infrastructure and systems in that time, including Class IV Separated Bikeways/Cycle Tracks, electric bicycles, implementation of a Bike Share program in San Mateo, and the City's interest in developing a wayfinding signage program.

In July 2017, the City submitted an application to the City/County Association of Governments of San Mateo County (C/CAG) for the TDA Article 3 Pedestrian and Bicycle Program Call for Projects. In October 2017, the City received notification that C/CAG had awarded \$99,617 in grant funding for the update of the Citywide Bicycle Master Plan. The City has \$150,000 in matching funds for project in addition to the grant funding.

The City wishes to update the existing document to produce a comprehensive citywide bicycle master plan which will detail the existing bicycle network; identify gaps and opportunities in the network; support the goals and policies in the General Plan and Sustainable Streets Plan; and is coordinated with the countywide system.

## Related City Efforts and Documents

The following documents and on-going efforts may be related to the update of the Citywide Bicycle Master Plan:

- General Plan Update: City staff is in the process of awarding the [General Plan Update](#) project. Current project information is available on the City's website, and the ongoing effort should be integrated with the update of the Citywide Bicycle Master Plan.
- Downtown Precise Plan: The update of the [Downtown Plan](#) is currently underway, under the guidance of City staff and a consultant team led by the firm of Perkins and Will. The Downtown Plan work includes identification of future bicycle opportunities in the Downtown core, and the two efforts would be expected to be coordinated.
- Sustainable Streets Plan: City Council formally approved the [Sustainable Streets Plan](#) in 2015, and the adoption of the plan is expected to coincide with the General Plan update.
- Final Bicycle Master Plan: Adopted in October 2011, the existing [Bicycle Master Plan](#) is available for review and background.
- Pedestrian Master Plan: The [Citywide Pedestrian Master Plan](#) was adopted in April 2016, and has guided efforts to improve pedestrian access throughout the City.

The following can also be made available for viewing as needed:

- City as-built drawings as available
- Maps of City facilities
- Related data collection and analysis as needed

## **II. SCOPE OF WORK**

The Scope of Work for the Citywide Bikeways Master Plan includes the following tasks:

1. Prepare Detailed Work Plan and Strategy
2. Inventory of Facilities, Programs, and Existing Conditions
3. Needs and Demand Analysis
4. Community Outreach and Engagement
5. Develop Revised Policies, Goals, and Objectives
6. Recommended Citywide Bicycle Network
7. Implementation Strategy and Project Prioritization
8. Prepare Citywide Bicycle Master Plan Report
9. Prepare Environmental Document for the Master Plan

### **Task 1: Prepare Detailed Work Plan and Strategy**

This task involves developing a work plan and schedule which at a minimum will review objectives of the master plan, introduce a scope of work, confirm study area boundaries, establish a meeting and presentation schedule, and establish communication channels with other departments and with local and regional bicycle/pedestrian committees.

- **Deliverables:** A detailed project schedule encompassing the full scope of work, meeting and presentation schedule, engagement with City staff and the City's Bicycle and Pedestrian Advisory Committee (B/PAC) and local bicycle advocacy groups, and written comments.

## **Task 2: Inventory of Facilities, Programs, and Existing Conditions**

This task involves a detailed review of the current Citywide Bicycle Master Plan and the existing General Plan, in addition to other related documents noted previously in this RFP. The consultant or consultant team will document current projects and programs, projects implemented since the Master Plan was adopted, relevant maps and route networks, and review policies related to bicycle travel. The consultant will update the inventory of existing and proposed facilities and programs identified in the current Citywide Bicycle Master Plan.

- **Deliverables:** A written analysis summarizing the current Citywide Bicycle Master Plan, identifying projects and recommendations that have been implemented and projects that have not yet been designed and constructed, and identifying barriers to implementation.

## **Task 3: Needs and Demand Analysis**

This task includes initiating a user needs and demands analysis of bicyclists in San Mateo to ensure that the proposed system meets the needs of cyclists of all ages and abilities. The work should include identification and mapping of key origins and destinations for cyclists, identification of gaps in the existing network hindering safe and convenient access to key destinations, and identification of "stress zones" in the existing network. The inventory should note geographical and infrastructure barriers, and should identify American with Disabilities Act (ADA) issues relative to bicycle access and infrastructure. This task should incorporate bicycle counts at key locations, and review of collision data to accomplish the above.

- **Deliverables:** A summary memo including data collection results and analysis of needs and demands for the bicycle network, and a bicycle Level of Traffic Stress (LTS) map to depict findings. The analysis should also include identification of additional opportunities to enhance the safety and accessibility of the bicycle network.

## **Task 4: Community Outreach and Engagement**

Community outreach and citizen engagement will be a critical component of the development of the updated Citywide Bicycle Master Plan. The consultant or consultant team should propose a robust community outreach strategy based on successful outcomes and experience with similar projects in other communities. The strategy may include:

- Engaging both those who already bike in the City and those who deterred from biking to assess needs for all users.
- Community forums or focus groups to gain input from community members, including facilitation of these gatherings.

- Social media, surveys, or web-based platforms for obtaining input from a broader spectrum of the community and to engage participants in dynamic outreach opportunities.
- Engaging with the City's Safe Routes to School program and stakeholders from school districts to address needs for younger riders and safe school commutes.
- Recommending unique outreach strategies including bicycle audits, community bike rides to identify gaps in the network and safety issues, or pop-up/temporary bicycle facilities to engage the community in new and innovative options.
- Using the City's Public Works Commission/Bicycle and Pedestrian Advisory Committee as a forum for study sessions and solicitation of community input.
- Formal hearings with the Public Works Commission and City Council.

The total number of meetings and full outreach strategy recommended by the proposer should be clearly described in the recommended approach to the project, and fully scoped in the schedule and cost proposal.

#### **Task 5: Develop Revised Policies, Goals, and Objectives**

This task promotes the update and development of a short- and long-range vision and direction for bicycle routes and facility planning by reviewing existing plans and policies in relation to the current needs, demands, and stresses on our bicycle network and public feedback. These include any policies under development in the Circulation Element of the City's General Plan, the City's Sustainable Streets Plan, the development of the Downtown Specific Plan, and other sources. In addition, the review will include concepts and policies from comparable communities to San Mateo and from national organizations, and a review of all relevant legislation that might affect implementation of the Citywide Bicycle Master Plan. The consultant team will also evaluate innovative implementations and policies that are under review at present time, to identify new directions that bicycle planning may take in the timeframe of the Citywide Bicycle Master Plan. New goals, objectives, policies and standards will be developed for the Citywide Bicycle Master Plan that will guide development of a fully connected, safe, and comfortable transportation network.

- **Deliverables:** Revised policies, goals, and objectives as part of the overall Citywide Bicycle Master Plan document.

#### **Task 6: Recommended Citywide Bicycle Network**

This task includes the development of an updated citywide bicycle network demonstrating additions since the prior Citywide Bicycle Master Plan adoption and additional key linkages to complete the network, including identification of routes that the current Citywide Bicycle Master Plan previously included that should be revised based on current findings and needs. The selection criterion will generally consist of needs, available right of way, connectivity and directness, barriers, multi-mode linkages, safety and conflicts (including proposed mitigations for high-stress existing facilities), and security. A listing of recommended bicycle and pedestrian

systems and programs as well as recommended improvements should be provided. Detailed description sheets for identified projects should be created and should address the necessary geometries, including any innovative treatments or unique challenges, and describe recommended support facilities.

- **Deliverables:** An updated Citywide Bicycle Network in PDF form in addition to a shapefile or other data format that is compatible with the City's existing GIS mapping and database. Detailed project sheets for each identified location meeting the requirements above should be available in PDF format as part of the Citywide Bicycle Master Plan document.

### **Task 7: Implementation Strategy and Project Prioritization**

This task requires the development of an implementation strategy that includes details on cost, responsible department, scheduling, and appropriate funding. The strategy should rank and phase the recommendations and include provisions for monitoring, maintenance and security. Cost estimates should be provided for each project identified and potential matching and major funding sources (i.e. grants) should be identified. Projects primarily based on striping and signage should be clearly identified and cross-referenced with approved projects in the City's Capital Improvement Project (CIP) budget for clear coordination and completion. Based on the information available, a financial plan should be developed.

- **Deliverables:** A detailed Implementation Plan with fundable, priority projects detailed by short-term (1-2 years) and long-term (3-5 years) time ranges, including identification of high impact, low cost projects that the City can immediately accomplish. The Plan should also detail a non-constrained implementation plan for the next 10-15 years following the high-priority projects.

### **Task 8: Updated Bicycle Master Plan Report**

This task will assemble information into a Draft Citywide Bicycle Master Plan for review and comment by staff and the Public Works Commission. Once in draft form, the Master Plan will be presented in public meetings coordinated by the consultant team per Task 4: Community Outreach and Engagement. The consultant will also present the draft Plan to the City's Public Works Commission for feedback and recommendations. Following comments and feedback received, consultant will prepare a final version of the plan, and present the final Plan to the City Council for adoption.

- **Deliverables:** Draft and Final Citywide Bicycle Master Plan documents, presented to City's Public Works Commission, public, and supported at final City Council adoption meeting.

### **Task 9: Environmental Document**

This task will include the preparation of an appropriate environmental document under the California Environmental Quality Act for the Citywide Bicycle Master Plan. The Consultant will be responsible for developing a draft environmental report, assisting in the circulation of the report for public review, and finalizing the report per public comments and internal City feedback.

- **Deliverables:** Draft and final CEQA documents to support adoption of the Citywide Bicycle Master Plan.

### **III. PROPOSAL**

The City will accept submittals through Friday, May 11, 2018 at 2pm. The City will then review submittals and schedule interviews with a short list of consultant teams, tentatively scheduled for Monday, May 21, 2018. Printed submittals should be organized in the same order as the requirements listed herein. Submittals must include five (5) bound copies and one (1) digital PDF copy on a USB drive. Proposals should be specific and concise, and limit the pertinent information required to no more than 25 pages.

1. A summary of the proposer's understanding of the project, including a summary of the proposed approach.
2. The proposer's experience and history in performing this type of work within the last three years in California, particularly those projects that have been successful. Provide a minimum of three and no more than five references for key and lead individuals on the Consultant Team, including the sub-consultants. Projects within San Mateo County and the Bay Area with similar demographics and population size as San Mateo are preferred.
3. A table of organization setting forth who the project manager will be.
4. A statement of qualifications and experience for each individual expected to perform responsible portions of the work.
5. In your response, please provide a full description of the expected expenditure of funds for the proposed work. The cost breakdown should include, but is not limited to:
  - i) Task Budget: a breakdown of expenses by task and key personnel. The task budget should also address the scope of work as described in this document.
  - ii) Billing Rate Breakdown: Please provide a breakdown of billing rates (direct labor, overhead, fee, etc.)
6. Review the attached City of San Mateo standard agreement, and identify any modifications necessary with the Proposal.
7. Proposals shall remain effective for ninety (90) days beyond the submittal date.

### **IV. CONSULTANT SELECTION PROCEDURE**

Responding firms and/or teams will be evaluated based on the following criteria:



1. Demonstrated understanding of the requested work and responsiveness to the scope of services;
2. Quality and completeness of proposal;
3. Related and recent Bicycle Master Plan update experience of similar scope and complexity in San Mateo County, the Bay Area, and California;
4. Expertise and experience of the proposed project team members, and the in-house expertise, or inclusion of sub-consultants, to fully address all items noted in scope of work;
5. Ability to perform the work within the time and budget specified;
6. Creativity in approach to the scope of work and requested deliverables;
7. Acceptance of the City's Standard Agreement for Professional Consultant Services and insurance requirements, including any proposed changes to the agreement or insurance coverages;
8. Public meeting facilitation and community engagement expertise and techniques; and
9. References.

The top three to four proposals will be invited to an interview. The interview will help to clarify each proposal and the approach and qualifications for the project. Based upon the interview and evaluation of the proposals, the top-ranked consultant will be recommended to the City Council.

The successful proposer will be asked to enter into a contract with the City reflecting the terms and conditions of the proposal plus the City's standard professional services agreement requirements. A copy of the City of San Mateo Department of Public Works Standard Agreement for Professional Consultant Services is attached in Exhibit A.

#### General Provisions and Conditions

The City reserves the right to:

1. Reject any and all responses.
2. Negotiate with more than one consultant.
3. Waive minor irregularities in a response.
4. Cancel, revise, or extend this solicitation.
5. Request additional information on any response beyond that required by this RFP.
6. Modify the selection process set forth in this RFP upon written notification to all respondents who have not been rejected at the time of modification.
7. Request substitution of sub-consultants.

## **V. PAYMENT, TERM & TERMINATION**

The method of payment to the successful proposer shall be on a time and materials basis with a maximum "not to exceed" fee as set by the proposer in his proposal as being the maximum cost to perform all work. This figure shall include direct costs and overhead such as, but not limited to, transportation, communications, subsistence, and materials and any subcontracted items of work. Progress payments will be based on actual hours, hourly costs and support service costs charged to the project on a monthly basis.

Progress payment requests shall be submitted to the City for review and approval within 30 days of deliverable submittal. Payments from the City shall be made in 30 days following receipt of progress payment requests.

The term of this Agreement shall be valid for one (1) year. The option for contract extension shall be available upon agreement of unit prices. This agreement may be terminated by the City upon ten (10) days written notice.

## **VI. ESTIMATED PROJECT TIMETABLE**

The Anticipated Project Schedule is as follows:

PROJECT BENCHMARKS	DATE (No Later Than)
Request for Proposals Available	Sunday, April 15, 2018
Deadline for questions via email	Friday, May 4, 2018
Proposal Due at the City	Friday, May 11, 2018
Consultant Short List	Tuesday, May 15, 2018
Consultant Interviews	Monday, May 21, 2018
Consultant Selection	Wednesday, May 23, 2018
Council Meeting – Award Contract	Monday, June 18, 2018
Notice to Proceed	June 2018
Design Completion	June 30, 2019

We look forward to your participation in this project. Inquiries and/or responses may be directed to:

SUE-ELLEN ATKINSON, PARKING MANAGER  
PUBLIC WORKS DEPARTMENT  
CITY OF SAN MATEO  
330 WEST 20TH AVENUE  
SAN MATEO, CA 94403  
(650) 522-7288  
seatkinson@cityofsanmateo.org

**Attachment 1: Sample Agreement for Professional Consultant Services**

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**AGREEMENT WITH \_\_\_\_\_  
FOR PROFESSIONAL CONSULTANT SERVICES  
FOR  
CITYWIDE BICYCLE MASTER PLAN UPDATE**

This Agreement, made and entered into this day of \_\_\_\_\_, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and \_\_\_\_\_, a \_\_\_\_\_ *[insert legal status of consultant here, e.g., individual, corporation, limited partnership, etc.]*, ("CONSULTANT"), whose address is \_\_\_\_\_.

**RECITALS:**

- A. CITY desires certain professional consultant services hereinafter described.
- B. CITY desires to engage CONSULTANT to provide these professional services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

**NOW, THEREFORE, IT IS AGREED** as follows:

**SECTION 1 - SCOPE OF SERVICES**

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, attached and incorporated by reference.

**SECTION 2 - DUTIES OF CONSULTANT**

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

**SECTION 3 - DUTIES OF CITY**

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT's work.

#### **SECTION 4 - TERM**

The services to be performed under this Agreement shall commence on \_\_\_\_\_ and be completed on or about \_\_\_\_\_.

#### **SECTION 5 - PAYMENT**

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee in an amount of \$\_\_\_\_\_, pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

#### **SECTION 6 - TERMINATION**

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY's payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

#### **SECTION 7 - OWNERSHIP OF DOCUMENTS**

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

#### **SECTION 8 - CONFIDENTIALITY**

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

#### **SECTION 9 - INTEREST OF CONSULTANT**

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

## **SECTION 10 - CONSULTANT'S STATUS**

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

## **SECTION 11 - INDEMNITY**

CONSULTANT agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONSULTANT's performance of this Agreement, except those claims arising out of CITY's sole negligence or willful misconduct. CONSULTANT agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

## **SECTION 12 - INSURANCE**

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) the insurance specified in Exhibit C to this Agreement.

## **SECTION 13 - NON-ASSIGNABILITY**

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

## **SECTION 14 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT**

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

## **SECTION 15 - WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

## **SECTION 16 - SEVERABILITY**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

## **SECTION 17 - COSTS AND ATTORNEY FEES**

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

## **SECTION 18 - NON-DISCRIMINATION**

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

## **SECTION 19 - MEDIATION**

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once

commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

**SECTION 20 - LITIGATION**

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in connection with CONSULTANT's services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT's wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT's standard hourly rates at the time of actual testimony.

**SECTION 21 - NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: Sue-Ellen Atkinson  
Parking Manager  
City of San Mateo  
330 West 20th Avenue  
San Mateo, California 94403

To CONSULTANT: *<insert Consultant Business Name>*  
Attn: \_\_\_\_\_  
*<address>*  
*<City, State, Zip>*

**SECTION 22 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

**SECTION 23 - AUTHORITY TO ENTER INTO AGREEMENT**

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.



**SECTION 24 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, CITY OF SAN MATEO and \_\_\_\_\_ *[Insert name of consultant]* have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONSULTANT

---

Brad B. Underwood,  
Public Works Director

<Insert Name>  
Its Authorized Agent  
<Insert Title>

If a Corporation, can be either 1) President or 2) Vice President plus an additional corporate officer (i.e., Secretary, Treasurer) who shall sign below.

APPROVED AS TO FORM

ADDITIONAL CORPORATE OFFICER  
(if necessary per the above)

---

<Insert Name>  
Assistant City Attorney

<Insert Name>  
<Insert Title>

**Attachments:**

- Exhibit A: Scope of Services
- Exhibit B: Fee Rates
- Exhibit C: Insurance Requirements

**EXHIBIT A**

**SCOPE OF SERVICES**

[If Exhibit A is NOT *Scope of Services*, make sure to update the rest of the Contract which references Exhibit A]

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**EXHIBIT B**

**FEE RATES**

[If Exhibit B is NOT *Fee Rates*, make sure to update the rest of the Contract which references Exhibit B]

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## EXHIBIT C

### INSURANCE REQUIREMENTS

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, 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:** 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 **\$1,000,000** per accident for bodily injury and property damage.
3. **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.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status*

**The City, its elected and appointed officials, employees, and agents are to be covered as insureds** on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and 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 both CG 20 10 and CG 20 37 forms if later revisions used).

#### *Primary Coverage*

For any claims related to this contract, the **CONSULTANT's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

***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 effect 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.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

***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. All certificates and endorsements 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.