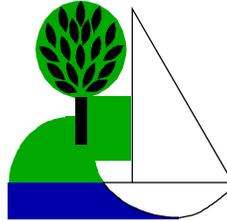


CITY OF FOSTER CITY
ESTERO MUNICIPAL IMPROVEMENT DISTRICT



**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES**

**BICYCLE, PEDESTRIAN, AND INTERSECTION EVALUATION STUDY
(CIP 301-664)**

PROPOSAL DUE: Monday – October 31, 2016 (2:00 PM)

RETURN PROPOSAL TO:

Vivian Ma, P.E.
City of Foster City
Public Works Engineering Department
610 Foster City Blvd.
Foster City, CA 94404
(650) 286-3270

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**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES**

BICYCLE, PEDESTRIAN, AND INTERSECTION EVALUATION STUDY (CIP 301-664)

Section I. INTRODUCTION

The City of Foster City is requesting proposals (RFP) from qualified traffic engineering and transportation planning firms to provide professional services for the Bicycle, Pedestrian, and Intersection Evaluation Study (CIP 301-664). The proposals are due on Monday, October 31, 2016 at 2:00 PM. A pre-proposal meeting is scheduled on Wednesday, October 19, 2016 at 2:00 PM, at City Hall – 610 Foster City Boulevard, Foster City, CA 94404. Interested firms are encouraged to attend the pre-proposal meeting.

Section II. GENERAL INFORMATION

One of the priorities that the City Council has established at its January 25, 2016 Study Session is to address traffic and transportation systems in Foster City. On June 20, 2016, the City Council approved the Final Fiscal Year 2016-2017 City/District Budget, which includes the development of the Bicycle, Pedestrian, and Intersection Evaluation Study (CIP 301-664). This study would assess current conditions and provide traffic/transportation improvement recommendations, which include the following modes of transportation: pedestrian, bicycle, and vehicular. In addition, the study would also look at any other alternative modes of transportation available that would be beneficial in Foster City.

Section III. PROPOSAL CONTENTS

To be considered responsive to this RFP, submittals should address the requested items in subsections A, B, C, D, E, and G below. The body of the proposal, excluding appendices, should not exceed 10 pages. Extensive, complex analytical work that would otherwise be performed during the course of work for the project should not be included.

The cover letter should not exceed one page. As an appendix, provide resumes for the proposed project and sub-consulting teams, if any. Do not submit additional information. Proposals should be bound with numbered tabs identifying each section herein specified.

Failure to comply with these requirements may be cause for your proposal to be considered non-responsive.

To demonstrate your qualifications and ability to perform the consultant services described in the Attachment A, Draft Scope of Services, and Attachment B, Schedule of Performance and Management and Project Controls, subject to the provisions of the

Standard Agreement, the Consultant shall submit a proposal containing information as summarized in this section. Responses shall be concise and are intended to address the Consultant's qualifications and experience.

A. Executive Summary

A summary containing highlights of Consultant's qualifications to provide the services described in the RFP, including a statement of its understanding of the project and services required.

B. Project Approach

A summary presentation of the proposed approach for performing the services, describing how the firm would be organized and an approach structured to ensure:

- (1) Quality performance.
- (2) Responsiveness to City Staff and project requirements.
- (3) Cost control and ability to complete the project within scope, schedule, and budget.

The project approach should include a discussion of the firm's cost and schedule monitoring methodologies, methodologies used to monitor degree of completion, techniques to facilitate communications, procedures used for construction sequencing, and claims management procedures.

C. Management Plan

A management plan describing how the services would be organized, including:

- (1) An organization chart showing the proposed relationships among key personnel for the project, and any sub-consultants.
- (2) Name, position, summary of qualifications and related experience, and proposed responsibilities of the project manager and key personnel on the proposed project team.
- (3) Proposed plan for quality and cost control to enhance the service and responsiveness to project needs, and to reduce project construction costs.

D. Consultant Firm Information

Consultant shall present the following information, demonstrating its experience on similar projects to that contemplated in the RFP. Information presented should be brief, should not include any unnecessary promotional material, and should be presented in the sequence listed herein:

- (1) Legal name of firm.

- (2) Location(s) and telephone number(s).
- (3) Name of parent company, if any.
- (4) Date firm established.
- (5) Type of organization (partnership, corporation, etc.) and where incorporated, if applicable.
- (6) Current size of firm and size variation during the past five years including size of office doing work locally.
- (7) Firm organization chart (if different from (1)).
- (8) Names and resumes of firm's officers, principals and other key personnel in addition to those in item (2).
- (9) A brief description of projects for which the Consultant has provided similar service during the past five years including the following information:
 - a. Client reference(s)
 - b. Project description including total project cost and location
 - c. Description of services provided
 - d. Total value of services provided
 - e. Budget performance
 - f. Schedule performance
 - g. Key personnel involved
 - h. Sub-consultants employed
- (10) Current commitments to other projects to confirm Consultant's ability to commit resources including personnel to subject project.
- (11) List of contracts terminated for convenience or default within the past three years, if any. Include contract value, description of work, client's name and telephone number, and bonding company.
- (12) Additional pertinent information to aid the City in assessing Consultant's qualifications and experience.

E. Compensation

Consultant(s) shall note that all costs associated with developing and submitting proposals for the work contained herein are entirely the responsibility of the proposing consultant(s) and the City shall assume no liability therefore.

A fee will be negotiated with the selected Consultant as described in Section V, Selection Criteria. The selected Consultant's negotiated total fee shall be stated in the City's Standard Agreement on an hourly reimbursable not-to-exceed basis and shall include payment for professional services, reimbursable expenses, additional services, supplies, materials, and equipment.

The Consultant shall submit with their proposal a schedule of hourly rates and the proposed level of effort for members of the design team for each task described in Attachment A, Draft Scope of Services.

F. Standard Terms and Conditions

A sample Consultant Services Agreement is attached to this RFP as **Attachment C**. It is anticipated that the award of the proposed Consultant Agreement resulting from this RFP may include terms and conditions similar to those referenced in **Attachment C**.

G. Proposal Submittal Procedure

Consultant shall submit its proposal in accordance with the following requirements:

- (1) The proposal shall be transmitted with a cover letter that conforms to the following:
 - a. Is signed by an officer authorized to bind the Consultant contractually.
 - b. States that the proposal is binding for a 90-calendar day period.
 - c. Provides the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
 - d. Provides the name, title, address and telephone number of the individual who will negotiate with the City and is authorized to contractually bind the firm.
- (2) Submit five (5) copies of the proposal.
- (3) The proposal shall be addressed to:

Vivian Ma, P.E.
City of Foster City
Public Works Engineering Department
610 Foster City Blvd.
Foster City, CA 94404
- (4) The proposal shall be received at the above address no later than Monday, **October 31, 2016 at 2:00 PM**. If the City chooses to hold interviews as part of the selection process, the City shall notify consultants approximately two (2) weeks after receiving proposals.
- (5) Questions pertaining to the RFP, the Scope of Services or the Consultant's proposal should be addressed to Vivian Ma, Project Manager, at (650) 286-3270.

Section IV. SCOPE OF SERVICES, AND SCHEDULE OF PERFORMANCE AND MANAGEMENT AND PROJECT CONTROLS

A. Scope of Services:

A general draft scope of services is given in **Attachment A**. A detailed Scope of Services will be developed during negotiations. The scope of services presented herein is based upon providing professional traffic engineering/transportation planning services to develop a Bicycle, Pedestrian, and Intersection Evaluation Study. The City reserves the right to enter into agreements for none, a portion, modified portions, or all of the work listed in this Request for Proposal. The City also reserves the right to reject all proposals.

B. Schedule of Performance and Management and Project Controls:

Consultant shall agree to perform professional traffic engineering/transportation planning services for the project. Guidelines for proposing a preliminary schedule and management and project control are given in **Attachment B**.

Section V. SELECTION CRITERIA

Principle criteria used to evaluate proposals will include the following:

- A. Experience/Qualifications: Provide Firm's experience on similar size projects in the last five years; provide experience of key personnel assigned to the project, and list key team members who will be assigned to the project for its full duration. The project team should consist of Traffic Engineers and Transportation Planners.
- B. Personnel Assigned: The Project Manager and associated personnel should have applicable experience in the planning/design of improvements for this type of study. The personnel assigned as Managers for the duties per the RFP should be maintained. Consultant should submit request for any staff changes for the City's consideration. Failure to maintain the assigned personnel may cause the termination of the contract.
- C. Quality Control: Provide a detailed description of your firm's methods of quality control procedures and system checks in completing the project.
- D. References: Three references should be provided with the names, titles, addresses, and telephone numbers. The relevant work performed for each reference should be described.
- E. Proposed Schedule of Performance and Management and Project Controls (see **Attachment B**): Provide a proposed project schedule showing key milestones and critical points of input from the City. Consultant shall assume a Notice-to-

Proceed date of December 5, 2016 in assembling their proposed schedule. Completion of the Bicycle, Pedestrian, and Intersection Evaluation Study should be no later than March 31, 2017.

In addition, the selected firm will be further evaluated on the clarity and relevance of information presented. After final evaluation, a contract will be negotiated with the highest ranked consultant who in the City's sole judgment, best meets the qualification criteria. If the highest ranked consultant and the City cannot reach agreement in the negotiations, the City may terminate negotiations and, at its option, negotiate with the next ranked consultant. The City reserves the right to reject any or all proposals, waive irregularities in any statement, accept or reject all or any part of any statement, or waive any requirements of the proposals, as may be deemed to be in the best interest of the City.

Section VI. INSURANCE

Sample insurance requirements for the City are given in **Attachment D**. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. The selected consultant shall agree to provide the City with a copy of said policies, certificates, and/or endorsements.

ATTACHMENT A DRAFT SCOPE OF SERVICES

BICYCLE, PEDESTRIAN, AND INTERSECTION EVALUATION STUDY (CIP 301-664)

The City Council has established a set of priorities for calendar year 2016 that includes the development of a Bicycle, Pedestrian, and Intersection Evaluation Study (CIP 301-664). The CIP 301-664 shall include conducting a comprehensive pedestrian, bicycle, vehicular and intersection evaluation to determine the current traffic and transportation facilities and potential for improvements.

SCOPE OF SERVICES TO BE SUPPLIED BY CONSULTANT

The following generalized task descriptions are presented as information only to assist consultants in preparing a proposal. In general, the scope of services is intended to provide the traffic engineering/transportation planning services required for the development of the study. A more detailed scope of services will be incorporated into the negotiated consultant agreement. The project is divided into four tasks.

Task 1 – Safe Routes to School Assessment

The Safe Routes to School Assessment will include evaluating any “Walk n Roll” routes that the community currently uses to travel to/from school. Newly suggested “Walk n Roll” maps will be developed to encourage students to travel using walking and bicycle modes. Hot Spot priority improvements will be identified for future improvements within the next fiscal year. Hot Spot improvements can include items such as enhanced crosswalk improvements, red curb improvements for improved sight distance at intersections, and Americans with Disabilities Act (ADA) pedestrian ramp improvements. Near-Term (2-3 years) and Long-Term (5+ years) improvements will also be identified and can include improvements that require larger civil improvements, such as additional bicycle facilities or additional sidewalk infrastructure.

Deliverable: The deliverable of this assessment would include a priority list of recommendations for improvements and associated cost estimates for construction.

Task 2 – Bicycle Network Assessment

The Bicycle Network Assessment will document the usage of the City’s existing bicycle facilities and identify facility types that can be considered for future projects. A Bicycle Network Map will be created to document existing facilities and a Bicycle Vision Map will be created to help guide future capital projects. The Bicycle Network Assessment will help advise the Transit Opportunities element of the study to document connection opportunities to help encourage trips between in-town facilities and trips to adjacent communities.

It should be noted that the City Council has directed staff at its August 1, 2016 meeting

to implement the installation of Bike Sharrows symbols/legends on Class III Bicycle Routes when street pavements are rehabilitated.

Deliverable: The deliverable of this assessment would include a Bicycle Network Map and Bicycle Vision Map, in pdf, AutoCAD, and GIS formats, for future proposed improvements and associated cost estimates.

Task 3 – Traffic Signal Network Assessment

The Traffic Signal Network Assessment will include documenting the City's existing traffic signal infrastructure to identify equipment improvements to help improve roadway operations. Currently, the traffic signal infrastructure has experienced a recent increase in the number of repairs required. The assessment will evaluate the need to replace traffic signal equipment and identify new traffic signal controller functions to help intersection movements.

A communications network assessment will be included to help identify opportunities to improve traffic management functions through buffered video equipment that can be shared with public safety. New video detection equipment used to operate traffic signals will also be evaluated to help improve detection opportunities for bicycle modes in the left turn and through lanes, as well as count stations for pedestrians to track trends within the community.

In addition, the traffic signal network will be evaluated to ensure that the intersection meets current regulations (ADA, California Manual on Uniform Traffic Control Devices (CA-MUTCD), etc.)

Deliverable: The deliverable of this assessment would be a plan for potential improvements and associated cost estimates.

Task 4 – Evaluation of Citizens Requests

A few citizen requests for traffic improvements have been received by Public Works and are included in the scope of the study. Warrant Studies will need to be conducted for any requests for installation of traffic signals, stop signs, and crosswalks. The following are a list of citizen requests for evaluation:

1. Traffic Signal Warrant Study at Beach Park Boulevard and Gull Avenue and Installation of "Keep Clear" zone on East Hillside Boulevard
2. Traffic Signal Warrant Study and Crosswalk Request at Beach Park Boulevard and Teal Street
3. Stop Sign request on Balclutha Drive at Comet Drive
4. Crosswalk Request on Foster City Boulevard at Polynesia Drive
5. Crosswalk Request on Beach Park Boulevard at Halibut Street
6. Crosswalk request at the intersection of Edgewater Boulevard and Altair Avenue
7. Pedestrian safety in crosswalks at E. Hillside Boulevard and Center Park Lane

8. Pedestrian safety in crosswalks at Metro Centre Boulevard and Vintage Park Drive

The consultant will also evaluate other intersections in the City of similar traffic configuration to the Citizens' requested improvements and propose improvements, where recommended. The budget would include up to ten (10) traffic signal warrant studies and five stop sign warrant studies. The consultant will need to obtain confirmation from the City for the locations to conduct the warrant studies prior to beginning the work. Locations may change.

Deliverable: The deliverable for this evaluation would be a report on findings of Traffic Signal Warrant Studies, Stop Sign Warrant Studies, and recommendations for individual improvements.

ATTACHMENT B
SCHEDULE OF PERFORMANCE AND MANAGEMENT AND PROJECT CONTROLS
BICYCLE, PEDESTRIAN, AND INTERSECTION EVALUATION STUDY (CIP 301-664)

A schedule for the project showing the proposed dates for key activities shall be included in the Consultant's proposal. The schedule shall indicate the relationships of activities shown on the schedule and indicate all activities on the project's critical path. After execution of an agreement, a bar chart type display of the schedule shall be prepared and updated monthly as required in Section IV of this RFP.

In performing the Scope of Services, the Consultant shall, at a minimum, execute the management and project controls described below:

1. The Consultant shall designate a project manager(s), acceptable to the City, who will be responsible for the work, developing the work plan, implementing the project management procedures and controls, and maintaining effective communications among the Consultant, the City, and other involved jurisdictions and organizations.
2. The working interface between the Consultant and the City shall be defined as follows:
 - 2.1. Within fifteen (15) calendar days after receipt of the Notice to Proceed, the Consultant shall submit to the City a final work plan that shall include:
 - a) Description of the Consultant's approach to performing the scope of services, including any constraints, specific strategies, or special considerations that apply. (This may be as outlined in the Consultant's proposal).
 - b) The roles and responsibilities of the project team members including sub-consultants.
 - c) Procedures for maintaining quality control and, particularly, adherence to budget and schedule.
 - d) A schedule that details activities of each sub-consultant's service in an appropriate time frame consistent with the duration of this Agreement.
 - e) A control budget that is supported by monthly cost and resource forecasts for each task.

The project work plan shall be prepared in the degree and detail appropriate to each task/phase of the project and shall be updated as the

project progresses. The work plan shall be approved by the City project manager and shall provide the basis for determining timeliness and cost effectiveness of the Consultant's execution of the Scope of Services.

- 2.2. During the course of the project and to support each and every invoice, the Consultant shall furnish control reports that shall include the following:
 - a) A narrative progress report of specific accomplishments during the reporting period, problems encountered or anticipated accomplishments scheduled for the next reporting period, and results of quality control programs, technical evaluations, etc.
 - b) A cost report, for each specific service, that shows:
 - b.1. The current period and cumulative expenditures to date.
 - b.2. The estimated cost to complete each task.
 - b.3. The estimated date to complete each task.
 - b.4. The approved budget.
 - b.5. A comparison of the estimated cost with the approved budget to show any variance.

Payment shall be made upon the completion of each specific consultant service as delineated in the project schedule section of the work plan.

 - c) A schedule report that compares actual to planned performance in terms of time and percent complete for each designated service. The control report may include, when appropriate, special submittals based upon productivity analyses or detailed performance projections as requested by the City project manager.
- 2.3. Project control reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the City project manager. The invoice shall be accompanied by a cost breakdown by discipline, in approved format. Failure of the Consultant to submit and update plans or furnish required reports as directed shall constitute cause for suspension of payment of invoices.
- 2.4. The Consultant shall be available for consultation with the City project manager at all reasonable times and shall immediately advise the project manager of requests, technical decisions, or problems that may materially affect the project scope, quality, schedule, or cost.

**ATTACHMENT C
SAMPLE CONSULTANT SERVICES AGREEMENT**

BICYCLE, PEDESTRIAN, AND INTERSECTION EVALUATION STUDY (CIP 301-664)

This Agreement is made and entered into as of the _____ day of _____, 2016 by and between the City of Foster City hereinafter called "CITY" and _____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon

the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum (\$) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by CITY's City Manager (for contracts less than \$30,000) or City Council (for contracts \$30,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by CITY's City Manager (for contracts less than \$30,000) or City Council (for contracts \$30,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the

California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
¹ Professional Liability	\$1,000,000 per claim and aggregate

¹ Note: Professional liability insurance coverage is not required if the contractor/CONSULTANT/consultant is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. Recommended _____ [Project Manager] Approved _____[Risk Manager]

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after City shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it.

CONSULTANT and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

14. PREVAILING WAGES. The services to be performed include public works within the meaning of Labor Code Sections 1720 through 1861, and Contractor must comply with state laws pertaining to prevailing wage and labor requirements, as more fully described in Exhibit D attached hereto and incorporated in this Agreement by reference.
15. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
16. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:
- CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: _____
- CONSULTANT: _____
(Fill in CONSULTANT Name, Address, Phone Number, and Project Manager for CONSULTANT)
17. Non-Assignment. This Agreement is not assignable either in whole or in part.
18. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
19. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
20. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be

brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

21. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
22. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
23. Entire Agreement. This Agreement, including Exhibit A, B C, and D comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

Kevin M. Miller, City Manager
(for contracts less than \$30,000)
[REMOVE signature line if \$30,000 or more]

Dated: _____

Herb Perez, Mayor
(for contracts \$30,000 or more)
[REMOVE signature line if less than \$30,000]

ATTEST:

Dated: _____

Doris L. Palmer, City Clerk

APPROVED AS TO FORM

Dated: _____

Jean Savaree, City Attorney

CONSULTANT

Dated: _____

Type Name & Title of CONSULTANT
Authorized to Sign

**ATTACHMENT D
SAMPLE INSURANCE REQUIREMENTS**

BICYCLE, PEDESTRIAN, AND INTERSECTION EVALUATION STUDY (CIP 301-664)

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: City of Foster City/Estero Municipal Improvement District (CITY)
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required		Insurer	Policy No.
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)			
<input type="checkbox"/>	General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/>	Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/>	Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)		Insurer	Policy No.
<input type="checkbox"/>	Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/>	Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.
SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____

ATTACHMENT E

LABOR CODE REQUIREMENTS FOR PUBLIC WORKS PROJECTS

1. **Public Works Project/ Prevailing Wage**. The work to be performed under this Agreement is for "Public Works" within the meaning of Labor Code Sections 1720 to 1861. Contractor must therefore comply with state prevailing wage and labor law (California Labor Code Sections 1720 to 1780, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000) for work performed under this Agreement. Contractor's obligations under prevailing wage and labor compliance laws include, among other things, to: pay at least the applicable prevailing wage and travel and subsistence payments for public works activities performed under this Agreement; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law. Copies of the applicable prevailing wage rates are on file with the City Project Manager, and shall be made available to any interested party upon request. Contractor shall ensure that the above requirements are included in all its contracts and any lower tier subcontracts for activities for the Project.
2. **Registration with Department of Industrial Relations**. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor must be registered with the Department of Industrial Relations under Labor Code section 1725.5 when bidding and throughout performance of this agreement.
3. **Wage Rates**.
 - 3(A). It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to City, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Agreement by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.
 - 3(B). The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Agreement. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid, and will not under any circumstances be considered as the basis of a claim against the City on the Agreement.
4. **Payroll Records**. The Contractor and each subcontractor must comply with Labor Code Section 1776 and all requirements of contractors stated therein for the maintenance, inspection and certification of payroll records. The Contractor and each subcontractor who fails to timely furnish payroll records or make the records available for inspection will forfeit to the City the penalty for non-compliance set forth in Labor Code Section 1776 for their respective failure.
5. **Discrimination**. The contractor and each subcontractor must comply with the anti-discrimination requirements of Labor Code Section 1777.6.