

Sustainable  Foster City

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# **City of Foster City**

## **Request for Proposals**

### 2021 Climate Mitigation and Adaptation Plan Update

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Release Date: July 27, 2020

Proposals Due: August 26, 2020 at 5:00 p.m. at the following address:

City of Foster City  
City Clerk Department  
Re: Climate Mitigation and Adaptation Plan  
610 Foster City Blvd.  
Foster City, CA 94404

Any questions regarding this Request for Proposals should be submitted by 5:00 p.m. on August 10, 2020 to:

Vanessa Brannon, Management Analyst  
[vbrannon@fostercity.org](mailto:vbrannon@fostercity.org)  
(650) 286-3354

# **City of Foster City Request for Proposals 2021 Climate Mitigation and Adaptation Plan Update**

## **INTRODUCTION**

The City of Foster City (“City”) is inviting qualified consultants to submit proposals to assist City staff with an update to the 2016 City of the Foster City Climate Action Plan. The updated plan will include mitigation and adaptation information and measures and will be rebranded as the 2021 City of Foster City Climate Mitigation and Adaptation Plan (CMAP). The 2021 CMAP is intended to prioritize a set of actions to reduce greenhouse gas emissions (GHGs) and protect people and resources from the effects of climate change. The City also seeks consultant assistance with preparing the related environmental review in conformance with the California Environmental Quality Act (CEQA).

## **OVERVIEW AND BACKGROUND**

### **About the City of Foster City**

Incorporated in 1971, the City of Foster City is a planned community located in San Mateo County, California. Foster City is a General Law City with a Council-Manager form of government. The City is approximately four square miles, located approximately 25 miles south of San Francisco and 30 miles north of Silicon Valley with easy access from Highway 101 and Highway 92. It is a culturally diverse community of roughly 33,000 residents. Foster City has limited space for growth in both the residential and commercial spaces. The developed portion of Foster City is protected from flooding by an approximately 43,000-linear-foot (8 miles) levee system that surrounds Foster City along the bayfront, and an interior lagoon that serves as a drainage detention basin.

### **Project Description**

The City of Foster City is seeking consultant services to assist City staff in producing an update to the City’s 2016 Climate Action Plan, recommend GHG emission reduction targets through 2050 that align with state legislation, specifically SB 32 and Executive Order B-30-15, and include an adaptation strategy to help mitigate the effects of climate change.

### **Existing Sustainability Efforts**

The City of Foster City is committed to environmental sustainability and recognizes its role in addressing the threat of climate change. Foster City has been proactive in efforts to enhance Environmental Sustainability since 2008. In 2016 the City adopted its first Climate Action Plan

("CAP") as part of a comprehensive General Plan update process. The CAP identified 25 reduction measures to achieve the City's GHG mitigation targets.

The current CAP includes targets to achieve 15% GHG emissions reduction below 2005 by 2020, 20% below 2005 levels by 2025, and 80% below 2005 levels by 2050. 2017 emission data shows that Foster City saw a 27.5% decrease in CO2e emissions between 2005 and 2017, exceeding the 2025 target. Significant reductions in emissions associated with electricity consumption were observed in 2016 and 2017 due to the launch of Peninsula Clean Energy.

The City of Foster City has approved and obtained permits to raise the City's levee to meet FEMA requirements for flood protection, including some protection from sea level rise.

### **Related Documents**

The following documents are related to development of the CMAP:

- **[Climate Action Plan \(Adopted 2016\)](#)**: The City of Foster City adopted its first Climate Action Plan and Implementation Work Plan in 2016 that established a goal of reducing GHG emissions 15% by 2020 and 35% by 2030 when compared to 2005 levels.
- **[Local Hazard Mitigation Plan / Safety Element of the General Plan \(Adopted 2016\)](#)**: The Local Hazard Mitigation Plan/Safety Element focuses on the protection of the community from risks associated with hazards such as earthquakes, floods, fires, hazardous materials and other hazards. The Local Hazard Mitigation Plan/Safety Element analyzes these hazards and the risks they pose and includes goals and mitigation strategies to establish what measures will be undertaken to reduce these risks to levels determined by the City to be reasonable.
- **[General Plan \(Adopted 2016\)](#)**: The General Plan identifies policies and programs that address the development and redevelopment of land, preservation of parks and open spaces, provision of housing for current and future residents, conservation of natural resources, improvement of the circulation and transportation system, control of noise and protection of life and property from hazards. Additionally, the General Plan assures that tax money is generated to provide the high levels of public services and maintenance of public facilities and infrastructure the citizens of Foster City expect.
- **[Greenhouse Gas Inventories \(2005 – 2017\)](#)**: The City of Foster City has annual GHG Inventories developed through the Regionally Integrated Climate Action Planning Suite ("RICAPS") program.
- **[San Mateo County Sea Level Rise Vulnerability Assessment \(Adopted 2018\)](#)**: The vulnerability assessment prepared by the County of San Mateo evaluates the potential impacts of sea level rise and suggests solutions to protect people and places.

- [Green Infrastructure Plan \(Adopted 2019\)](#): The City’s Green Infrastructure Plan defines local Green Infrastructure goals and policies; provides guidance to meet stormwater pollutant load reduction goals; creates a screening process for prioritizing integration of Green Infrastructure into new projects, including Capital Improvement Program (CIP) projects; and serves as an implementation guide and reporting tool to provide reasonable assurance that urban runoff Total Maximum Daily Load (TMDL) wasteload allocations (WLA) are met for reducing, over the long term, adverse water quality impacts of urban runoff to receiving waters.
- [Bicycle, Pedestrian, and Intersection Evaluation Study \(CIP 301-664\)](#): The City Council established a set of priorities that included the development of a Bicycle, Pedestrian, and Intersection Evaluation Study (CIP 301-664). CIP 301-664 includes conducting a comprehensive pedestrian, bicycle, vehicular, and intersection evaluation to determine the current traffic and transportation facilities and potential for improvements.
- [Levee Protection Planning and Improvements Project Environmental Impact Report \(EIR\) \(2016-2017\)](#): The Environmental Impact Report (EIR) for the Levee Protection Planning and Improvements Project provides an evaluation of the potential environmental impacts of the proposed project and recommends mitigation measures. The document also provides background on flooding and sea level rise related to Foster City.

The following are documents in development and anticipated to impact the CMAP:

- **Sustainable Foster City Plan (Expected Completion – August 2020)**: The Sustainable Foster City Plan is a complementary Plan to the CMAP, which will include specific measures relating to environmental sustainability, economic development, and social equity and engagement. The Sustainable Foster City Plan, and its accompanying implementation plan, will run parallel to the CMAP.

## SCOPE OF WORK

The City is seeking proposals that generally reflect the following scope. Consultants are strongly encouraged to suggest refinements and innovative methodologies that ultimately achieve the work products described below. City staff will work closely with the selected consultant and may contribute in-house task assistance. The best proposals will identify the type and amount of City staff time and expertise that will be required for a successful outcome.

### **Task 1: Analyze GHG Emissions**

The City has had numerous GHG inventories developed by consultants in preparation of the 2016 Climate Action Plan and currently through the Regionally Integrated Climate Action Planning Suite (“RICAPS”) program. **A)** The consultant will need to reconcile all previous and current

Community and Municipal GHG Inventory data developed by various consultants. The consultant will provide a GHG emission analysis based on the variety of emission inventories available. **B)** The consultant must develop current inventory data to measure the City's progress in reducing GHG emissions against the baseline. **C)** The consultant must also update GHG emission forecasts under a business as usual model while considering the impact of anticipated state and federal policies and programs on GHG emission reductions.

### **Task 2: Recommend GHG Emission Reduction Targets**

Based on the results of the GHG Inventory, the consultant needs to **A)** identify and **B)** recommend GHG emission reduction targets that align with Senate Bill 32 and Executive Order B-30-15 which require the state to curtail emissions 30% by 2030 and 80% by 2050 when compared to 1990 levels.

### **Task 3: Recommend Climate Adaptation Strategies**

The consultant will **A)** assess the risks that Foster City faces due to the impacts of climate change and **B)** develop detailed strategies the City can adopt to build capacity for community-wide resilience to climate change. These strategies will relate to existing initiatives such as energy resiliency, water conservation, and response to potential sea level rise, fire, and flooding.

### **Task 4: Engage City Committees, City Council, and Community**

An effective plan needs commitment from key stakeholders and the community as a whole. To achieve this, the consultant will **A)** develop and collaborate with city staff on a comprehensive community engagement plan, integral to CMAP Update development, based on successful outcomes and experience with similar projects in other communities, with both in-person and digital outreach strategies to increase input from the City's diverse population and **B)** provide materials including but not limited to flyers, posters, presentation material, engagement tools (e.g. surveys), and reports for outreach and robust community input, including planning for City Council, Planning Commission, and stakeholder engagement.

### **Task 5: Draft Climate Mitigation and Adaptation Plan**

The consultant will **A)** develop a draft CMAP using the GHG emission analysis and adaptation strategies described in Tasks 1-3 and through a collaborative process as described in Task 4. The specific strategies and priority actions selected to meet the recommended target reductions will be summarized into a strategic framework with specific near-term implementation plans, financing approach that evaluates the potential for funding the strategies, and a schedule for longer-term implementation plan development. Measures will identify agencies and departments responsible, indicators for success, potential partnerships, recommended funding sources, and appropriate methods to assess progress. The plan is envisioned as a "user friendly" easy to understand city and community document that is organized around graphics, tables, and charts. The Plan will also include recommendations for adequate staffing and organizational

structures needed to ensure successful CMAP implementation. **B)** Two (2) iterations of the Draft Plan are expected, a draft plan and final version. Once public review of the plan is made available, a presentation and web-based materials (as outlined in Task 4) will be prepared to engage the community.

### **Task 6: Complete CEQA Review**

The consultant will **A)** prepare appropriate environmental documents for the CMAP under the California Environmental Quality Act (CEQA). Additionally, the consultant will **B)** provide responses to comments on the draft CMAP and CEQA documents and finalizing the report per public comments and City staff feedback.

### **Task 7: Finalize Climate Mitigation and Adaptation Plan**

The consultant will assist City staff in **A)** preparing staff reports on CMAP development and the final CMAP. **B)** The consultant will also support staff in preparing for and presenting to City Council.

### **Additional Services, As Requested**

Potential additional consulting services may include, but are not limited to, those in the list below. Proposers are required to provide approach strategies and hourly rate pricing for each of these potential tasks.

1. Development of policy templates.
2. Analysis of case studies.
3. Technical assistance with implementation.

## **PROPOSAL REQUIREMENTS**

Consultants interested in submitting a proposal for this project should respond to this RFP with a written proposal providing all the information requested. The proposal will be considered complete only if all the items listed under the Proposal Requirements are included.

The City is seeking consultant services to recommend new GHG emission reduction targets through 2030 that align with SB 32 and through 2050 to align with Executive Order B-30-15. The consultant will assist City Staff to produce an updated 2021 Climate Mitigation and Adaptation Plan (CMAP). The updated CMAP should be reader friendly with clear strategies to enable the City and community to achieve or exceed GHG reduction goals. CEQA review must be included so that the 2021 CMAP can be used for future project streamlining and consistency.

1. **Title Page:** Include the RFP subject, firm name, primary contact person, title, address, telephone number, email address, and submittal date.

2. **Cover Letter of Interest:** A statement of the consultant’s interests and qualifications and pertinent areas of expertise and description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture). Include a summary of the proposer’s understanding of the project, including a summary of the proposed approach.
  - a. Teams/firms submitting proposals in response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be awarded pursuant to this RFP. If a team/firm has no conflicts of interest, a statement to that effect shall be included in the cover letter.
3. **Scope of Work:** Provide a detailed proposed scope and projected timeline to conduct and complete the tasks as outlined in the Scope of Work. Please address project approach, reflecting knowledge about the Foster City community. This section should include the respondent's specific tasks for performing the work.
4. **Schedule:** Present a schedule reflecting timeframes and milestones for completing each phase and task.
5. **Community Outreach Strategy:** Community engagement is critical to the CMAP development process. The proposal should highlight in detail how the proposer plans to engage the community and gather public input.
6. **Qualifications and References:** Provide an overview of the proposer’s experience and history in performing this type of work in California. Provide at least three references of local government clients for which the consultant has rendered similar services in the recent past.
7. **Cost Proposal:** Provide a full description of the expected expenditure of funds for the proposed work. The cost detail should include a breakdown of expenses by task and key personnel. The cost proposal should also include options for reducing or adding services. All costs should reflect “not to exceed” amounts per task.
8. **Acknowledgement of Contract:** Acknowledge that a contract and insurance will be provided in substantially the same form as attached and that a business license will be maintained from the City’s Finance Division annually during the term of the contract.

## CONSULTANT SELECTION CRITERIA AND PROCEDURE

Responding consultant 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 Climate Action 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 a reasonable time frame and budget;
6. Creativity in approach to the scope of work and requested deliverables;

7. Acceptance of the City’s Standard Agreement for Professional Services and insurance requirements, including any proposed changes to the agreement or insurance coverages (See Attachment);
8. Community engagement expertise and techniques; and
9. References.

The top 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.

**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.

**ESTIMATED PROJECT TIMETABLE**

The anticipated project schedule to commence work is as follows:

<b>Project Benchmarks</b>	<b>Date (subject to change)</b>
Request for Proposal Available	July 27, 2020
Deadline to Submit Questions	August 10, 2020 at 5:00pm
Deadline to Submit Proposals	August 26, 2020 at 5:00pm
Consultant Interviews (if needed)	Tentatively September 21-25, 2020
Council Meeting – Award Contract	No later than October 19, 2020

**ATTACHMENT**

Attachment 1: Standard Agreement for Professional Services



PROFESSIONAL SERVICES AGREEMENT  
FOR  
CLIMATE MITIGATION AND ADAPTATION PLAN UPDATE

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 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 provide 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 A 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 CONTRACTOR 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 the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 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 the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 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 of Foster 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 of Foster 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)
<sup>1</sup> Professional Liability	\$1,000,000 per claim and aggregate

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

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<sup>1</sup> Note: Professional liability insurance coverage is not required if the 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]

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 furnish CITY, on the form included as Exhibit D or similar form, with certificates and copies of information or declaration pages of the insurance required hereunder to be included as Exhibit C hereto. With respect to evidence of commercial general liability and automobile liability insurance coverage, CONSULTANT must also include in Exhibit C the following 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 of Foster 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. 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 ensure 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.

15. 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, Project Manager and Email Address for CONSULTANT)

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. 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.
19. 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.
20. 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.
21. 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.
22. Entire Agreement. This Agreement, including Exhibits 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: \_\_\_\_\_

\_\_\_\_\_  
Dante Hall, Interim City Manager  
(for contracts less than \$50,000)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Catherine Mahanpour, Mayor  
(for contracts \$50,000 or more)

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jean Savaree, City Attorney

CONSULTANT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Type Name & Title of CONSULTANT  
Authorized to Sign



EXHIBIT A

SCOPE OF WORK AND SCHEDULE  
FOR  
CLIMATE MITIGATION AND ADAPTATION PLAN UPDATE

EXHIBIT B  
CONSULTANT'S FEE SCHEDULE

## EXHIBIT C

### 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

**EXHIBIT D**

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**

<b>Endorsement and Certificates of Insurance Required</b> 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)	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>General Liability:</b> (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"/> <b>Auto Liability:</b> 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"/> <b>Other:</b>		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>Workers Compensation:</b> 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"/> <b>Professional Liability:</b>		

**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:** \_\_\_\_\_