



# **REQUEST FOR PROPOSALS**

## **San Mateo County Comprehensive Bicycle and Pedestrian Plan Update**

Issue Date: Tuesday, June 11th, 2019

RFP Due Date: Thursday, August 1, 2019, 5:00 PM

# Request For Proposals

## San Mateo County Comprehensive Bicycle and Pedestrian Plan Update

The City/County Association of Governments of San Mateo County (C/CAG), a Joint Powers Agency comprised of each of the 20 cities and the County in San Mateo County, invites your firm to submit a proposal to update the San Mateo County Comprehensive Bicycle and Pedestrian Plan. A detailed Scope of Work is contained in Attachment A.

Proposals must be received **no later than 5:00 PM on Thursday, August 1, 2019**. Late proposals shall be rejected. One (1) original proposal document shall be submitted. This document shall include an ink-signed cover letter signed by an authorized representative of the consultant committing to provide the services within the proposed Request for Proposals (RFP) and stating it is applicable to this program. Failure to furnish this original proposal document shall result in disqualification of the qualifications. All document submittals shall also include the following: five (5) hard copies, original files, in Adobe Acrobat (PDF) version. Each copy shall meet the same requirements as the original. Original electronic files and Adobe Acrobat copies shall be provided to the Project Manager on a CD/DVD and/or flash drive. RFP responses must be sent to:

City/County Association of Governments of San Mateo County  
(C/CAG) 555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: Mikaela Hiatt  
Phone: 650-599-1453  
E-mail: [smuse@smcgov.org](mailto:smuse@smcgov.org) / [mhiatt@smcgov.org](mailto:mhiatt@smcgov.org)

*Note regarding the Public Records Act:*

Government Code Sections 6250 *et seq.*, the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record **without exception**. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by C/CAG if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless C/CAG for release of such information.

## Submittal Requirements

Consultants must submit five (5) copies and one (1) electronic copy of the proposal. Each page shall be 8.5" x 11" or 11" x 17". Each page shall be sequentially numbered and a table of contents shall be provided. Each submittal shall be no more than 20 bound pages, excluding resumes of key staff members, relevant experience and references.

### Each submittal must include the following information:

1. Cover Letter  
Provide a cover letter describing the consultant's interest and commitment to the proposed project. The cover letter must include the name, title, address, phone number, and email address of the individual whom correspondence and other contacts should be directed during the selection process.
2. Executive Summary  
Provide a summary of the qualifications and benefits of selecting company to perform requested services.
3. Project Understanding of Scope of Work/Approach  
The proposal shall demonstrate an understanding of the project objectives and the approach taken to implement all the major elements of the scope of work. The approach shall include potential strategies and considerations specific to the project. Include any additional task(s) that may add value to the project. Identify key assumptions for clarification. The proposal shall include a detailed scope of work document based on the contents of this RFP.
4. Schedule  
Provide a detailed project schedule, including project milestones, meetings and deliverables.
5. Cost Proposal  
Provide a cost proposal (sealed separately from written RFP response). The cost estimate shall include personnel names, classifications, hourly rates, overhead rates, and any other cost items necessary to performance the tasks listed in the scope of work. Detailed cost breakdown may be requested later. One signed copy of the cost proposal is required to be submitted.
6. Experience  
Identify any past experience and history the firm has had performing this type of work (city, county and state levels). Provide detailed information on projects with similar work. The referenced projects should be of comparable size, scope and magnitude where the above proposed approach/methodology was successfully implemented within the past five (5) years.
7. Firm Profile  
Provide a firm profile describing company history, number of years the organization has been in business. The company profile information should be detailed and complete, and include the following information:
  - Name of company, mailing address, phone number, and website of the consultant's principal place of business. Background of the company including a brief company history, other names the company has utilized in the past, companies that have merged or

affiliated with the consultant.

- Mailing address, phone and email of the office in which the consultant's team is primarily located will also work.

#### 8. Qualifications

Identify the qualifications of staff assigned to perform the work. Brief resumes of key staff should be included. The submittal shall designate a project manager who will provide a single point of contact for the management and coordination of all aspects of the work. The project manager shall be responsible for coordinating and tracking all deliverables, communication with the C/CAG program manager, and reporting of results and recommendations. Identify the task leads and backup individuals. All staff shall be clearly identified with their roles defined as well as their proposed work location during the program.

#### 9. References

Provide a list of relevant programs (minimum three) completed within the last five (5) years, including program description, client (with contact information), location, service provided, value of service, and key personnel. Key staff proposed on this project should have worked on projects included in references.

### **Evaluation Criteria/Selection Process**

An initial assessment will be made to ensure that the submittal is compliant with the RFP requirements and contains the required forms and information. An incomplete submittal will be disqualified at the option of C/CAG. The selection panel will then assess the technical quality of each submittal based on the technical evaluation criteria below.

#### **Program Understanding and Approach**

- Understanding of the program goals and requirements;
- General approach to the achievement of the program goals;
- Ability to meet or exceed requirements as detailed in this RFP;
- Organization of technical information and data; and
- Logic, clarity of work plans (scope of work) and proposed schedule and budget.

#### **Qualifications, Related Experience and References**

- Experience in performing work of a closely similar nature;
- Experience working with public agencies and multiple stakeholders;
- Demonstrated success of proposed approach/methodology in past or current similar projects;
- Strength, stability, experience and technical competence and staff.

#### **Project Management**

- Availability and adequacy of qualifications of project manager;
- Plans and methods to accomplish the goals and objectives of this programs;
- Capacity to perform the services within the proposed schedule.

#### **Completeness of Response and Other Factors**

Completeness of response in accordance with RFP instructions and any other relevant factors not considered elsewhere including optional tasks and features. The impact of these evaluation criteria

will be included in the above technical criteria. The selection panel will rank the submittals and determine the top technically ranked consultant.

C/CAG reserves the right to consider consultant performance based on comments from submitted references. Experience and ability to perform work is a significant consideration. C/CAG may consider any other criteria it deems relevant, and the Selection Committee is free to make any recommendations it deems to be in the best interest of C/CAG. C/CAG reserves the right to reject all submittals, and not enter into any contract for the services described in the RFP. C/CAG also reserves the right to accept other than the submittals with the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of C/CAG are served by doing so. C/CAG is not liable for any costs incurred by a company before entering into a formal contract. Costs of developing the submittal or any other such expenses incurred by a company in responding to the RFP, are entirely the responsibility of the company, and shall not be reimbursed in any manner by C/CAG.

To withdraw a proposal, a company must submit a written request to C/CAG. After withdrawing a previously submitted proposal, a company may submit another proposal at any time up to the deadline for submitting proposals. C/CAG shall not accept any amendments, revisions, or alterations to proposals after the submittal deadline.

#### **Schedule for Review Process**

<b>Date</b>	<b>Description</b>
June 11, 2019	Issue RFP
August 1, 2019	Response to RFP Due
August 5-9, 2019	Consultant Selection Process. Consultant interviews may be held (if necessary). Consultants selected for interview must be available during this period.
August 2019	Selected consultants will be notified
September 12, 2019	Contract <del>—board approval</del> developed between C/CAG and consultant. <u>Contract sent to board for approval.</u>

Questions regarding the RFP can be directed to Mikaela Hiatt at (650) 599-1453 or [mhiatt@smcgov.org](mailto:mhiatt@smcgov.org)

#### Attachments:

Attachment A: Scope of Work

Attachment B: Sample Agreement

## **Attachment A: Scope of Work**

### **Background**

The City/County Association of Governments of San Mateo County (C/CAG), as the County's Congestion Management Agency (CMA) is responsible for transportation planning, programming, and funding, including the Congestion Management Program (CMP), proposes to secure a consultant to update the San Mateo County Comprehensive Bicycle and Pedestrian Plan.

The San Mateo County Comprehensive Bicycle Route Plan, completed in 2000, outlined policies, goals, and objectives to address safety, access, quality of life and the effective implementation of bikeways in San Mateo County. The Plan recommended the completion of a comprehensive bikeway network and implementation of a list of short-to-mid-term projects.

The San Mateo County Comprehensive Bicycle and Pedestrian Plan (CBPP), adopted in 2011, addresses planning, design, funding, and implementation of bicycle and pedestrian projects within San Mateo County. The CBPP updated the Comprehensive Bicycle Route Plan and expanded the earlier Plan by adding a pedestrian component. The Plan can be found online here: [http://ccag.ca.gov/wp-content/uploads/2014/07/CBPP\\_Main-Report\\_Sept2011\\_FINAL.pdf](http://ccag.ca.gov/wp-content/uploads/2014/07/CBPP_Main-Report_Sept2011_FINAL.pdf)

C/CAG seeks to retain a consultant team (consultant) to assist with updating the CBPP to develop new data and reflect current transportation trends.

### **Scope of Work**

#### **Task 1: Project Management and Coordination with C/CAG Staff**

The consultant will schedule bi-weekly conference calls with C/CAG staff to review the project status and provide summaries of work completed and projected work plan for the remainder of the project. Invoices must be submitted both electronically and mailed to C/CAG's address. The consultant will schedule a kick-off meeting with C/CAG Project Manager to review project scope of work and refine project objectives, process, and deliverables, as needed. Consultant will establish project schedule and other related items. Consultant will prepare summary of kick-off meeting.

#### *Deliverables:*

- Conference calls with C/CAG staff
- Monthly invoice reports
- Refined scope of work, budget, and schedule
- Kick-off meeting summary

#### **Task 2: Existing Conditions Analysis**

The consultant will review the existing 2011 San Mateo County Comprehensive Bicycle and Pedestrian Plan (CBPP) and other related bicycle and pedestrian related documents and initiatives, including the San Mateo Countywide Transportation Plan 2040 (SMCTP 2040) and

accompanying SMCTP 2040 Follow-Up Action Plan, Caltrans District 4 Bicycle Plan, and member agencies' (20 cities and County of San Mateo) bicycle and pedestrian plans, transportation plans (i.e., Redwood City Moves, Grant Boulevard Initiative Multimodal Transportation Corridor Plan, etc.), complete streets policies, and General Plans to integrate pertinent programs and projects listed on the individual member agency plans into the CBPP Update. The consultant will document and coordinate with current projects and programs (i.e., MTC Bicycle/Pedestrian Count Program, US 101 Mobility Action Plan, C/CAG TDM Policy Update, Grant Boulevard Initiative TDM Toolkit, etc.), relevant maps, bicycle and pedestrian routes, and review policies related to bicycle and pedestrian travel modes. This task will include an assessment on determining progress made to date on meeting the 2011 CBPP vision and goals regarding better accommodating bicycle and pedestrian needs, and a collisions analysis.

*Deliverables:*

- Existing Conditions Analysis Memorandum
- Matrix summarizing member agencies' existing bicycle and pedestrian plans and policies

### **Task 3: CBPP Update Development Strategy**

The consultant will develop a guiding framework for the CBPP Update. The framework will include, but is not limited to, key principles and vision of the update as related to the Countywide Bicycle Network (CBN), including north-south and east-west routes, Pedestrian Focus Areas, key projects, goals and objectives, and new analysis tools. The consultant will build off findings from the Existing Conditions Analysis Memorandum to develop the CBPP Update Development Strategy, which should include recommendations to address any identified shortcomings whether or not goals from the 2011 CBPP were adequately met, if the goals are still applicable and relevant, and any potential ways to enhance the vision and goals so as to address current needs.-in meeting the 2011 CBPP vision and goals. The consultant will update the tables and projections addressed in the 2011 CBPP including any potential alterations to projects with an implementation timeline for the relevant projects. -The proposed strategy will be presented to the C/CAG Bicycle and Pedestrian Advisory Committee for final approval.

*Deliverables:*

- Coordination meeting with C/CAG staff to discuss CBPP Update Development Strategy
- CBPP Update Development Strategy Memorandum

### **Task 4: Inventory of Facilities, Programs, and Existing Conditions**

The consultant and C/CAG staff will meet with each member agency to identify changes in the Countywide Bicycle Network (CBN) and Pedestrian Focus Areas since the CBPP was adopted in 2011 and meet with the major public transportation providers serving San Mateo County (BART, Caltrain, SamTrans, and WETA) to obtain the latest information regarding bicycle accommodation and pedestrian accessibility on rolling stock and vessels, as well as at stations and along major transit routes (defined as 15-minute headways). The consultant will use information from meetings to update the inventory of existing and proposed facilities (including bike share locations) and programs identified in the CBPP using geographic information systems (GIS). The consultant will also create an online mapping tool for member agency staff and stakeholders to review existing and proposed facilities.

The consultant will prepare summaries of each member agency meeting and submit to C/CAG no later than one week after each meeting. C/CAG staff will secure meeting locations and conduct correspondence with member agency staff.

*Deliverables:*

- Summary of member agency meetings
- Updated GIS files
- Online map

### **Task 5: CBPP Update Document**

The consultant will update the 2011 CBPP, including but not limited to, current data, updated existing and proposed networks from Task 3, goals and objectives, updated facility type cost estimates, complete street typologies based on roadway type and land use, manual and automated bicycle and pedestrian count options and strategies (in coordination with the C/CAG 2019 Congestion Management Plan Update), and other new analysis tools. Consultant will also update the online mapping tool identified in Task 4 to reflect material in the CBPP Update Document.

*Deliverables:*

- CBPP Update Document (draft and final)
- Updated online map

### **Task 6: Innovative Solutions for CBPP Update Document**

The consultant will recommend innovative solutions for the CBPP Update Document, which may include Level of Traffic Stress, network gap identification and cost-benefit assessment, safety analyses, emerging trends in new bikeway and bicycle and pedestrian intersection treatments, first/last mile connections, and implications/best management practices of bike sharing, pedal-assist bicycles and scooters, transportation network companies, and autonomous vehicles.

*Deliverable:*

- Innovative Solutions for CBPP Update Document Memorandum

### **Task 7: Outreach**

The C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) will be actively involved in the CBPP update process. The consultant will present at up to six BPAC meetings throughout the duration of the plan development process and provide meeting materials and summaries of each meeting. The consultant also will facilitate and organize between 4-6 outreach events at various times of day and locations throughout the County. The consultant will prepare information, documentation, and perform educational outreach at each event. The consultant will be responsible for developing materials for each meeting. The consultant will prepare summaries of each outreach event and submit to C/CAG no later than one week after each meeting.



*Deliverables:*

- Materials for up to five BPAC meetings
- Summaries of each BPAC meeting
- Materials for 4-6 outreach events
- Summaries of each outreach event

**Task 8: Presentation to C/CAG Board and Committees**

The consultant will present to the C/CAG Board of Directors up to two times throughout the duration of the CBPP Update process. The consultant will also present to the C/CAG Technical Advisory Committee (TAC) and Congestion Management and Environment Quality Committee (CMEQ) up to two times.

*Deliverables:*

- Presentations and materials for C/CAG Board and Committee Meetings
- Up to six C/CAG Board/ Committee presentations

**Tentative Schedule**

C/CAG staff anticipates the project will take approximately 12 months from the time of contract execution. The tentative project schedules include a kick-off meeting in summer 2019. Final meetings and presentations to the C/CAG Board and Committees are anticipated in summer 2020.

## **Attachment B: Sample Agreement**

### **AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AND [CONSULTANT NAME]**

This Agreement entered this [DAY] of [MONTH], [YEAR], by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and [CONSULTANT NAME], hereinafter called “Consultant.”

**WHEREAS**, C/CAG, is the Congestion Management Agency for San Mateo County [OR OTHERWISE DESCRIBE APPLICABLE C/CAG ROLE]; and

**WHEREAS**, C/CAG has determined assistance is needed to update the San Mateo County Comprehensive Bicycle and Pedestrian Plan, originally adopted in 2011; and

**WHEREAS**, the purpose of the Comprehensive Bicycle and Pedestrian Plan update, herein referred to as the “PROJECT”, is to make all necessary revisions required to produce an updated plan; and

**WHEREAS**, C/CAG has determined that Consultant has the requisite qualifications to perform this work; and

**WHEREAS**, the total amount available to Consultant under this Agreement is not to exceed \$[AMOUNT]; and

**WHEREAS**, [ADJUST THIS CLAUSE AS NECESSARY] by adoption of [RESOLUTION #], the C/CAG Board of Directors approved the [PROGRAM/PROJECT] and authorized the C/CAG Chair to execute agreements with Consultant to provide [NATURE OF SERVICES] to assist C/CAG and its 21 member agencies for [X]-year terms, and further authorize the C/CAG Executive Director to negotiate final terms, subject to legal counsel review prior to execution by the C/CAG Chair, in a cumulative amount not to exceed \$[AMOUNT].

**NOW, THEREFORE, IT IS HEREBY AGREED** by the parties as follows:

1. **Services to be provided by Consultant.** In consideration of the payments hereinafter set forth, Consultant shall provide services consistent with Exhibit B and agreed to perform under Attachment B, attached hereto (the “Services”).

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A and Exhibit B, and in any subsequent task orders executed under the governance of this agreement, C/CAG shall reimburse Consultant on a time and materials basis. The aggregate total amount of payment by C/CAG to Consultant for services shall not exceed [COST, SPELLED OUT] (\$[COST, NUMBER]) for Services provided during the Contract Term set forth below. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through task orders. Payments shall be made to Consultant monthly based on an invoice submitted by Consultant that has been reviewed and approved by the project sponsor and identifies expenditures and describes services performed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
3. **Contract Materials.** At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.
4. **Relationship of the Parties.** It is understood that Consultant is an Independent Consultant and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Consultant.
5. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party, without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director’s prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
6. **Contract Term/Termination.** This Agreement shall be in effect as of [DATE] and shall terminate on [DATE]; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days’ notice to Consultant. Termination will be effective on the date specified in the notice. In the event of termination under this paragraph, Consultant shall be paid for all services provided to the date of termination, subject to availability of funding. Such payment shall be that prorated portion of the full payment determined by comparing the work completed to the work required by the Agreement.
7. **Hold Harmless/Indemnity.**
  - a. *General.* Consultant shall indemnify and save harmless C/CAG and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, Consultant's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

The duty 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.

- b. *Intellectual Property.* Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless C/CAG from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Consultant's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) C/CAG notifies Consultant promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Consultant, at Consultant's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without C/CAG's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG's prior

written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes C/CAG's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant's option and expense, either: (i) procure for C/CAG the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to C/CAG under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for C/CAG (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by C/CAG in a manner prohibited by this Agreement.

The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## 8. **Insurance.**

- a. *General Requirements.* Consultant or its subconsultants performing the services on behalf of Consultant shall not commence work under this Agreement until all insurance required under this section has been obtained. Consultant shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.
- b. *Workers' Compensation and Employer Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

- c. *Liability Insurance.* Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Consultant, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage that may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by any sub-consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.
- d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
1. Comprehensive General Liability	\$ 1,000,000	_____
2. Workers' Compensation	\$ Statutory	_____
3. Professional Liability	\$1,000,000	_____
4. Motor Vehicle Liability	\$1,000,000	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers, agents, employees, and servants have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

9. **Compliance with All Laws.** Consultant shall at all times comply with all applicable federal, state, San Mateo County, and municipal laws, ordinances, and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, San Mateo County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. **Non-discrimination.** Consultant and any subconsultants performing the services on behalf of Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
11. **Substitutions.** If particular persons or classifications are identified in Exhibit A as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.
12. **Sole Property of C/CAG.** Work products of Consultant which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.
13. **Record Retention; Right to Monitor and Audit.**
  - a. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a Federal grantor agency, and the State of California.
  - b. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by C/CAG.
  - c. Consultant agrees upon reasonable notice to provide to C/CAG, to any Federal or State department having monitoring or review authority, to C/CAG's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
14. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

15. **Merger Clause; Amendments.** This Agreement, including Exhibits A and B attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto regarding the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement are not binding. All subsequent amendments shall be in writing and signed by the C/CAG Chair. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A or B attached hereto, the terms, conditions or specifications set forth herein shall prevail.
16. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
17. **Notices.** All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: [NAME]

Notices required to be given to Consultant shall be addressed as follows:

[CONSULTANT NAME]  
[ADDRESS]  
[ADDRESS]  
Attention: [NAME]



IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

**[NAME] (Consultant)**

By \_\_\_\_\_

\_\_\_\_\_

Date

**City/County Association of Governments of San Mateo County (C/CAG)**

By \_\_\_\_\_

\_\_\_\_\_

Date

C/CAG Chair

C/CAG Legal Counsel

By \_\_\_\_\_

C/CAG Counsel

Exhibit A

CONSULTANT BILLING RATES

Hourly billing rates and staff for CONSULTANT and SUBCONSULTANT(S) are included on the following pages.

Exhibit B

SCOPE OF WORK