



THE CITY OF  
**HALF MOON BAY**  
CALIFORNIA

**REQUEST FOR PROPOSALS (RFP)**

**For the Development of a  
Bicycle and Pedestrian Master Plan**

Date of Issue: October 12, 2016

Due Date: November 1, 2016

## **1. RFP Overview**

### **1.1. About the City of Half Moon Bay**

Located 28 miles south of San Francisco, the City of Half Moon Bay (City) is a community of about 11,700 people, situated on the peninsula between forested hills and some of the most beautiful coastlines that California has to offer. Its historic Downtown is home to numerous shops, art galleries, restaurants, bed and breakfasts, and other businesses, and its celebrated beaches and parks are wonders of nature, accessible to pedestrians, bicyclists, and equestrians. With its many activities and events, beautiful natural scenery, old-City charm, and abundance of retail and commercial services, Half Moon Bay is a regional destination.

The City and coastside are home to numerous nurseries and farms. The world-famous Pumpkin Festival, held in October, draws hundreds of thousands of people to the coast to enjoy its panoramic vistas, fine cuisine, arts, crafts and genuine hospitality. Half Moon Bay and the coastside are proud of their agriculture and floriculture center where roadside stands sell locally grown fruit, artichokes, greens, root vegetables, beans and herbs. You cannot top the fresh seafood available everywhere in restaurants or to take home and prepare yourself.

Residents of this charming community live a lifestyle that many think no longer exists in California. Neighbors care about each other, schools are important, and there is a sense of real community.

A list of City-owned parks, trails and recreational facilities is included as Attachment A.

### **1.2. Purpose of RFP**

The City is seeking proposals from qualified consulting firms to prepare a comprehensive Bicycle and Pedestrian Master Plan (BPMP). The City seeks to develop a BPMP that creates and maintains a safe and efficient bicycle and pedestrian network and infrastructure to encourage bicycling and walking for transportation and recreation, now and into the future.

The BPMP will be a comprehensive City-wide effort informed by policies of the City's Local Coastal Land Use Plan and General Plan Circulation Element, which are currently being updated. These updated policy documents set the framework for the BPMP, which in turn will guide priority setting and implementation of a network of quality bicycle and pedestrian facilities to improve mobility, connectivity, public health, physical activity and recreational opportunities. The BPMP is intended to increase transportation options, reduce environmental impacts of the transportation system and enhance the overall quality of life for residents and visitors. Additional related City planning efforts underway now, or that will be in process during the preparation of the BPMP include the Climate Action Plan

(pending), Park and Recreation Facilities Master Plan, Highway 1 Safety Improvements, and numerous infrastructure projects and plans that are part of the City’s five-year Capital Improvements Program.

The BPMP is subject to numerous City policies, including the Complete Streets Policy set forth in the City of Half Moon Bay’s 2013 General Plan Circulation Element, which will be brought forward into the updated General Plan. The BPMP also needs to be consistent with Caltrans requirements and considered in context with San Mateo County’s bicycle and pedestrian planning for the San Mateo County Midcoast. The City’s Parks and Recreation Committee (PRC) will provide input to the BPMP, which will be approved by the Planning Commission and City Council.

The City anticipates formation of a Bicycle and Pedestrian Advisory Committee (BPAC). The BPAC (if formed) will serve along with City staff as the initial review body.

The City anticipates that the BPMP will be exempt pursuant to the California Environmental Quality Act (CEQA); the BPMP should be prepared in conformance with the exemption criteria of Public Resources Code Section 21080.20. CEQA compliance will be handled by the City.

### **1.3. City Objectives**

The City’s high level goals for the BPMP include:

- Providing residents, user groups and other stakeholders an opportunity to participate in the development of the BPMP;
- Providing a variety of high quality bicycle and pedestrian facilities that meet the needs of a diverse range of residents and visitors, now and into the future
- Encouraging cycling and walking as a means of improving health, enhancing quality of life, and reducing vehicle congestion and emissions.
- Improving neighborhood connectivity and opportunities to connect with the regional bicycle and pedestrian network;
- Maximizing the City’s ability to pursue funding through bicycle and pedestrian-related grant programs;
- Improving bicyclist and pedestrian safety and accessibility by identifying needed modifications to the existing on and off-road transportation system;
- Increasing transit access via bicycle and pedestrian modes;
- Ensuring compliance with State and Federal laws pertaining to disability access and other regulations;
- Ensuring protection of environmental resources;

- Anticipating and flexibly accommodating future statutory changes;
- Creating a plan that is financially realistic given available City revenues and other potential funding sources;
- Establishing priorities and phasing for plan implementation; and
- Utilizing new technologies and/or methodologies to reduce the City's contribution to greenhouse gas emissions/climate change.

#### **1.4. Selection Criteria**

Proposals should contain specific methods and techniques that the consultant will use and sufficient information to enable the City to properly evaluate the qualifications of the consultant and any sub-consultants. The successful team or individual must demonstrate a proven track record in assisting public agencies with preparing bicycle and pedestrian master plans of comparable complexity and scale for communities similar to Half Moon Bay, including extensive community outreach. The successful consultant will be selected on the basis of professional qualifications and demonstrated competence. Particular attention will be paid to:

- Quality and completeness of the proposal.
- Qualifications and relevant experience (including experience in coastal cities) of the consultant and individuals who will work on the project.
- Amount and quality of time key personnel will be involved in their respective portions of the project.
- Reasonableness of the fee requested to do the work; comparability of fee to similar services offered by other qualified consultant(s).
- The consultant's demonstrated record of success.
- Public meeting facilitation and community engagement expertise and techniques.
- Ability to perform the work within the time specified.
- Creativity in the approach to the scope of work.
- Ability to provide appropriate insurance in adequate amounts.

#### **1.5. Selection Procedure**

All responses to this RFP that meet the submittal requirements (Section 3) will be evaluated by a review panel comprised of City staff. The evaluation committee will identify a short-list of the best qualified consultants. The short-list of consultants will likely be asked to participate in interviews/scripted demonstrations. Interviews will be conducted in Half Moon Bay.

The reference checks will consist of phone and/or email inquiries of current or past customers of consultant – either provided by consultant for reference or contacted independently by Half Moon Bay. Upon completion of the selection process, the City will select a finalist with whom to begin final negotiations of a contract to be taken to the City Council for approval.

Submittal of a proposal does not guarantee a consultant will be asked to interview/demonstrate. Attendance at any such interview/demonstration will be at the consultant's expense.

**1.6. RFP Schedule (Tentative)**

The table below provides the estimated schedule that will be followed.

<b>Item</b>	<b>Date</b>
Release RFP	October 12, 2016
Consultant Questions Due	October 25, 2016
Proposals Due	November 1, 2016
Proposal Evaluation	November 7, 2016
Interviews (if needed)	November 14, 2016
Reference Checks	November 16, 2016
Selection of Finalist	November 18, 2016
CC Award of Agreement	December 6, 2016

The City reserves the right, at its sole discretion, to adjust the schedule as it deems necessary. Notification of any adjustment to the RFP schedule will be posted on the City's website as an addendum to the RFP and consultants will be notified via email.

**1.7 RFP Questions/Contact**

The City invites you to submit a proposal in accordance with the terms, conditions, and specifications contained in this document. Please provide five hard copies and one electronic copy of the information requested by **November 1, 2016**, as instructed in SECTION 3, **no later than** 5:00 p.m. to:

**John Doughty**  
**Community Development Director**  
**501 Main Street**  
**Half Moon Bay, CA 94019**  
[jdoughty@hmbcity.com](mailto:jdoughty@hmbcity.com)

The consultant is responsible for ensuring that the RFP response was successfully received by the City. Questions and requests for clarification and/or additional information should be

directed via email to the contact above. All responses to questions/clarifications will be posted on the City’s website as an addendum to this RFP (see Section 1.6 - Schedule).

## **2. Scope of Services**

Throughout the entire project, the consultant will work closely with City staff and establish scheduled meetings to keep staff informed of the status of the project. Meetings may be in person, by phone or via video conference. The consultant must have a comprehensive knowledge of all regulations regarding bicycle and pedestrian facilities, master plan provisions, local environmental challenges and applicable best practices in the industry. The Consultant’s scope of work will include the following tasks:

### **2.1 Preparation of Work Plan**

Within 10 days of the award of contract by the City Council, the consultant will provide a comprehensive work plan with specific deliverables and due dates.

### **2.2 Review of Resource Documents**

The consultant will review the resource documents listed below and have a thorough understanding of each prior to preparation of the RFP and service contract. These documents are attached at the end of the RFP document or, as noted, are available on the City website.

- a. List of City current parks, trails and recreational facilities (attached)
- b. City of Half Moon Bay Capital Budget (website: [http://www.half-moon-bay.ca.us/index.php?option=com\\_content&view=article&id=124&Itemid=126](http://www.half-moon-bay.ca.us/index.php?option=com_content&view=article&id=124&Itemid=126) )
- c. City of Half Moon Bay Professional Services Agreement (attached)
- d. Plan Half Moon Bay Local Coastal Program and General Plan Updates, in progress (website: [www.PlanHMB.org](http://www.PlanHMB.org))
- e. City of Half Moon Bay 2013 Circulation Element (website)
- f. City of Half Moon Bay 1995 Park and Recreation Element (website)
- g. City of Half Moon Bay 1993 Local Coastal Program Land Use Plan (website:

The consultant should also provide guidance and recommendations to the City regarding inclusion of California Streets and Highways Code Section 891.2 bicycle transportation plan elements and Caltrans Active Transportation Program components in the BPMP. The BPMP should be developed in the context of the San Mateo County Comprehensive Bike and Pedestrian Plan (2011) and the San Mateo County Congestion Management Transportation Plan.

### **2.4 Community Outreach and Needs Assessment**

The consultant will:

- Identify and develop methods to distribute information (website, newsletter, existing publications and media);
- Provide well-organized and directed activities, techniques and formats that will ensure that a positive, open and proactive public participation process and communications strategy are achieved; public walk and bike audits at popular facilities are encouraged;
- Obtain stakeholder (users, non-users and visitors to the City) input regarding interests, needs and desires for and satisfaction with current bicycle and pedestrian facilities and for desired facilities not currently available in the City; ensure input from the City's disabled, transit dependent, disadvantaged and underserved communities;
- Provide for bi-lingual English/Spanish outreach and communication materials;
- Attend public meetings, prepare presentation materials, obtain and summarize feedback, and help reach consensus on a comprehensive Master Plan. If consensus is not possible, provide sufficient information to facilitate informed decision making by the Planning Commission and City Council.

Because of the significant planning activity currently underway, especially for the City's Local Coastal Land Use Plan and General Plan updates, recently collected information is available regarding existing conditions and community priorities. Mapping is available for many factors related to the BPMP, including accidents, planned improvements, etc. The BPMP should incorporate this previously obtained information to avoid duplicative research and outreach efforts. Furthermore, as the BPMP is developed, periodic check-in with the Plan Half Moon Bay LCP/General Plan updates should be performed to ensure on-going consistency.

### **2.5 Demographic Trend Analysis**

The consultant will review and interpret available demographic, cultural, socio-economic, health and safety statistics and other information relevant to the City of Half Moon Bay. The consultant will also estimate the number of existing bicycle and pedestrian trips and identify and evaluate existing and future activity center/destination concentrations to determine the current and future needs of bicyclists and pedestrians.

The consultant will also analyze the number and location of bicycle and pedestrian collisions and serious injuries and fatalities and evaluate possible development patterns to anticipate future safety concerns and recommend strategies to increase bicyclist and pedestrian safety.

### **2.6 Facility and Program Inventory and Condition Assessment**

The consultant will perform the following analysis:

- Compile an inventory of existing bicycle and pedestrian facilities and programs including their connection to regional facilities, bicycle parking, wayfinding signage, safe routes to schools efforts and bicycle/pedestrian safety programs; and
- Conduct an assessment of each facility including functionality, accessibility, condition, regulatory compliance, comfort and convenience, safety, constraints and opportunities.
- Identify gaps in the existing bicycle and pedestrian network hindering safe and convenient access to key destinations (e.g. schools, parks, transit, local and regional bicycle and pedestrian facilities).
- Advise the City regarding the purpose and need for bicycle and pedestrian counts and provide for counts at up to four locations.

## **2.7 Projection of Current and Future Needs**

The consultant will prepare a matrix that summarizes findings and a separate list of recommendations with cost estimates for current and future bicycle and pedestrian facilities, including detailed maintenance/improvements for current facilities and project descriptions, specifications and budget estimates for future facilities. The list of recommendations will include the criteria used to establish priorities and will be separated into short (one to three years), medium (three to five years) and long term (five to fifteen years) timeframes. The consultant will also identify and evaluate the feasibility of alternative funding sources.

The consultant will also prepare recommended policies and programs related to bicycle parking, wayfinding signage, design guidelines, safe routes to schools efforts and pedestrian safety programs.

## **2.8 Draft Master Plan**

The consultant will prepare a draft BPMP that includes:

- Goals, objectives, and policies (consistent with the policy direction of the General Plan/LCP) that articulate a clear vision and road map for the future;
- A demographic analysis for the City of Half Moon Bay;
- Bicycle and pedestrian counts at key locations;
- A summary of stakeholder input received through the public participation process;
- Compilation and analysis of the data obtained through the comprehensive inventory, condition survey, and gap analysis;
- Identification of recommended programs to achieve plan objectives;
- Identification of relevant best practices to serve as guidance for other future improvements including specific recommendations for each individual facility type;
- Direction for updating the City's Engineering Standards to ensure consistency with recommendations and best practices;
- A programmatic signage plan for wayfinding and safety;
- Identification of proposed capital projects with cost estimates;

- Prioritization and phasing of projects and programs;
- Identification of funding sources; and
- Charts, graphs, maps and other data as needed to support the plan and its presentation to appropriate audiences.

**2.9 Mapping System Development**

The consultant will prepare the following major mapping deliverables:

- a. Exhibits throughout the BPMP, including detailed maps for each element of the recommended bicycle and pedestrian network;
- b. A user-friendly map for public distribution that is easy to edit; and
- c. Digital map files based on the City’s current Geographic Information System.

The City and consultant will meet to discuss the existing schema, proposed additions and other recommended modifications. A final schema will be published by the City prior to the consultant commencing work. The data and supporting layers will be provided in an ESRI file geodatabase (10.2.1); the database will be a replica (check out) to facilitate incorporation of modifications, enhancements and new features into the City’s system. No changes to the database schema can be made once the file is delivered to the consultant. The consultant will create multi-modal attributes targeted for verification. All data is to be delivered in the City’s standard projection California State Plane Zone III, NAD83 US Feet (WKID 2227). Deliverables include a file geodatabase, any custom Symbol Sets developed for the project, layer files used to develop any products, project file(s) (MXD), and metadata for developed feature classes. Metadata should include method of data capture, accuracy and attribution. Consultant may utilize Google Earth.

**2.10 Draft and Final Master Plan Presentation**

The consultant will present the Draft Master Plan to the community, Bike and Pedestrian Advisory Committee, Parks Committee, Planning Commission and City Council for feedback and input. The consultant will revise the Draft Master Plan based upon feedback received and will present the Final Master Plan to the Planning Commission for their review and recommendation and to the City Council for approval.

**2.11 Public Meetings**

The consultant will prepare materials for, participate in, and summarize input from public meetings as indicated in the table below:

	# Mtgs.
Bicycle and Pedestrian Advisory Committee	5
Parks Committee	1
Community Open House/Stakeholders	3
Planning Commission	1
City Council	1

The consultant shall provide a per-meeting cost for additional meetings.

### 3. PROPOSAL SUBMITTAL REQUIREMENTS

Please organize your proposal in the following manner and provide a detailed description of your proposed solution and capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. *Please do not include sales and marketing brochures.* Proposal shall not exceed fifteen (15) pages exclusive of cover page, table of contents and resumes.

Please provide five hard copies and one electronic copy of the information requested no later than the deadline stated in the schedule in Section 1.6 (**November 1, 2016**), to John Doughty at 501 Main Street, Half Moon Bay, 94019 ([jdoughty@hmbcity.com](mailto:jdoughty@hmbcity.com)) no later than 5:00 p.m. PST.

#### 3.1. Proposal Format

Proposals must be structured and labeled in the following manner:

- Letter of Interest
- Section 1 – Key Personnel
- Section 2 – Company Experience/Qualifications
- Section 3 – References
- Section 4 – Proposed Work Plan
- Section 5 – Cost Proposal
- Section 6 – Special Qualifications

#### 3.2. Letter of Interest

Submit a letter introducing your firm and summarizing your general qualifications including: Firm's legal entity name, address, telephone number, contact's e-mail, short synopsis of your proposal and credentials to deliver the services sought under the RFP.

The letter must be signed by person authorized to bind firm by contract.

#### 3.3. Section 1 – Key Personnel

Include the names of key personnel assigned to this project, their respective titles, experience and length of experience providing relevant services. Please clearly identify the primary contact for the proposal.

#### 3.4. Section 2 - Company Experience/ Qualifications

Describe three (3) successfully completed projects that demonstrate your experience and knowledge to complete the work specified in this RFP. Projects completed in the past two or three years are of particular interest. Include the following information for each project:

- Agency or company for which work was performed;
- General description of the scope of work;
- Name of agency or company representative responsible for project review and name, phone, and e-mail of the contact named as a reference; and
- Budgets and any changes from original proposal.

Describe the project manager’s successful experience in assisting municipal staff to negotiate service costs and rates.

### **3.5. Section 3 - References**

Provide a minimum of three (3) references from within the past five (5) years, preferably of a local government/city similar in size to Half Moon Bay. For each reference provide: entity name, customer contact information (name, title, phone and e-mail), scope of work, project start/end date and website URL.

### **3.6. Section 4 - Proposed Work Plan**

Include a detailed plan for the services to be provided, along with deliverables to be provided at each step, with a corresponding time line, including meetings with the community and City staff. The work plan should be consistent with the scope of work presented above; however, the Consultant may suggest changes where appropriate.

### **3.7. Section 5 - Cost Proposal**

Provide a fee estimate, on a task-by-task basis, and include a spreadsheet identifying personnel, hourly rates, project responsibilities, and estimated amount of time expected for each task, expressed in person-hours.

### **3.8. Section 6 – Special Qualifications**

Proposers are encouraged to describe any special resources that they or their team members would bring to the project that would set them apart as most qualified for this project.

## **General Requirements**

### **3.9. Disclosures**

#### Public Records and Proprietary Information

Proposers’ attention is drawn to the fact that all proposal documents submitted are subject to California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded, and a recommendation for award has been officially placed on the agenda for City council consideration, and/or following award of contract, if any, by the City Council.

### Reference Checks

The City reserves the right to make such reference checks as it deems necessary to determine the ability of the proposer to perform the work. The City reserves the right to reject any proposal if the reference checks fail to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### **3.10. Stipulations**

The City is not responsible for any expenses which proposers may incur in preparing and submitting the proposal. The City will not be liable for any costs incurred by the proposers that are related to the RFP process; this includes production of the proposal, interviews/presentations, travel, or accommodations. The City reserves the right to request or negotiate modifications to the proposals that are deemed appropriate. All proposals received from proposers in response to this RFP will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City. The City reserves the right to reject any and all proposals and to waive minor irregularities. The City also reserves the right to seek new proposals.

### **3.11. Agreement**

Proposers should carefully review this RFP and all attachments including but not limited to the City of Half Moon Bay's standard Consulting Services Agreement (Attachment B). The selected vendor will be required to sign the City's agreement. Comments or objections to any terms in the City's agreement must be made in writing and received with the proposal submission.

## Attachment A

### List of Current City of Half Moon Bay Parks, Trails and Recreational Facilities

#### PARKS:

- John L. Carter Memorial Park – Stone Pine Road
- Frenchman's Creek Community Park – Ruisseau Francais Avenue and Bordeaux Lane
- Kitty Fernandez Park – Main Street and Filbert Street
- Kehoe Park – St. Joseph Lane
- Mac Dutra Plaza – Kelly Street and Main Street
- Oak Avenue Park – Oak Avenue and Pilarcitos Avenue
- Ocean View Park – Alsace Lorraine Avenue and Valdez Avenue
- Skate Plaza (under construction) – Shoreline Station

#### TRAILS:

- See Trails Map at [http://www.half-moon-bay.ca.us/index.php?option=com\\_content&view=article&id=87&Itemid=106](http://www.half-moon-bay.ca.us/index.php?option=com_content&view=article&id=87&Itemid=106)

#### FACILITIES

- Ted Adcock Community Center – 535 Kelly Avenue
- Historic Train Depot – 110 Higgins Canyon Road
- Smith Field #3 Sports Facility – Wavecrest Avenue

Attachment B – City Agreement

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF HALF MOON BAY AND (CONSULTANT)**

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THIS AGREEMENT for consulting services is made by and between the City of Half Moon Bay (“City”) and [Consultant Name] (“Consultant”) as of 2016.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant will provide to City the services described in the Scope of Work attached Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement will prevail.

**1.1 Term of Services.** The term of this Agreement will begin on the date first noted above and will run until or until terminated by either party pursuant to Section 8.

**1.2 Standard of Performance.** Consultant will perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant will prepare all work products required by this Agreement in accordance with usual and customary professional and will conform to the standards of quality normally observed by a person practicing in Consultant's profession.

**1.3 Assignment of Personnel.** Consultant will assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant will, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.4 Time.** Consultant will devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant’s obligations hereunder.

**Section 2. COMPENSATION.** Exhibit A to this contract contains the Scope of Work and Estimate of Costs for (CONSULTANT) to be completed by the Consultant and submitted to the City. The City will pay Consultant for services rendered pursuant to the Estimate of Costs at the time and in the manner set forth herein. Consultant will submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant will not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant will submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed prior to the invoice date. Invoices will contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing for each planning application along with the amount of prior billings, the total due in the current period, and the percentage of completion of processing for the application;
  - For each application processed, a copy of the applicable time entries or time sheets will be submitted showing the name of the person doing the work, the hours spent by each person, and a brief description of the work;
  - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours;
  - The Consultant's signature.
- 2.2 Monthly Payment.** City will make monthly payments, based on invoices received, for services satisfactorily performed. City will have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Hourly Fees.** Fees for work performed by Consultant on an hourly basis will not exceed the amounts shown on the fee schedule shown in Exhibit A, incorporated herein by this reference.
- 2.4 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.5 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City will compensate the Consultant for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Consultant will maintain adequate logs and timesheets in order to verify costs incurred to that date.

**2.6 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant will, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

**Section 4. INSURANCE REQUIREMENTS.**

**4.1** During the term of this Agreement, Consultant will carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance will be of the types and in the amounts as set forth below:

- Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- Worker’s Compensation insurance as required by the laws of the State of California.
- Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

**4.2** Consultant will require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

**4.3** The policy or policies required by this Agreement will be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best’s Insurance Guide.

**4.4.** Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

**4.5.** At all times during the term of this Agreement, Consultant will maintain on file with City’s Finance Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant will, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

**4.6.** Consultant will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

**4.7.** The general liability and automobile policies of insurance required by this Agreement will contain an endorsement naming City and its officers, employees, agents and volunteers as

additional insureds. All of the policies required under this Agreement will contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 4.8. The insurance provided by Consultant will be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, will be in excess of Consultant's insurance and will not contribute with it.
- 4.9. All insurance coverage provided pursuant to this Agreement will not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 4.10. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant will either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant will procure a bond guaranteeing payment of losses and expenses.
- 4.11. Procurement of insurance by Consultant will not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant will indemnify, defend and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, by the wrongful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held liable.

The foregoing obligation of Consultant will not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

The total liability in the aggregate of Consultant and its employees, subcontractors or suppliers to the City and anyone claiming through or under the City on all claims of any kind (excluding claims for death

or bodily injury) arising out of or in any way related to Consultant's services or from any cause or causes whatsoever will not exceed the limits of insurance identified herein.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant will indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant will be an independent contractor and will not be an employee of City. City will have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City will not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement will not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant will have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant will have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California will govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors will comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors will comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors will, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors will obtain and maintain during the term of this Agreement valid Business Licenses from City.

**7.5 Nondiscrimination and Equal Opportunity.** Consultant will not discriminate, on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant will comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant will include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon 15 day’s written notice to Consultant.

Consultant may cancel this Agreement upon 15 days’ written notice to City.

In the event of termination, Consultant will be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contract or prepared by or for Consultant or the City in connection with this Agreement. In the event Consultant is not provided notice of any outstanding materials to be delivered to City, Consultant will be entitled to payment within 30 days.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension will require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City will have no obligation to provide Consultant with compensation beyond the maximum amount

provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City will have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant will not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant will survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City’s remedies will include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant’s Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder will be the property of the City. Consultant hereby agrees

to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. To the extent allowed by law, City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2 Consultant’s Books and Records.** Consultant will maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain will be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement will be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

**10.1 Attorneys’ Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.

**10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement will inure to the benefit of and will apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant will prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant will not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City will have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement will be administered by Magda Gonzalez, City Manager ("Contract Administrator"). All correspondence will be directed to or through the Contract Administrator or her designee.

**10.10 Notices.**

Any written notice to Consultant will be sent to:

Name

Position

Name of organization

Address

Phone:

Email:

Any written notice to City will be sent to:

John Doughty

Community Development Director

501 Main Street

Half Moon Bay, CA 94019

Phone: 650.726. 8252

Email: [jdoughty@hmbcity.com](mailto:jdoughty@hmbcity.com)

**10.11 Integration.** This Agreement, including the Scope of Work and Estimate of Costs, as well as the Fee Schedule attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement effective as of the date first written above.

“CITY”

CITY OF HALF MOON BAY

Date: \_\_\_\_\_

By: \_\_\_\_\_

Magda Gonzalez, City Manager

**Attest:**

By: \_\_\_\_\_

City Clerk

Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_

City Attorney

“CONSULTANT”

[NAME OF CONSULTANT]

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Exhibits:

EXHIBIT A. SCOPE OF SERVICES

EXHIBIT B. APPROVED FEE SCHEDULE