REQUEST FOR PROPOSALS (RFP)

Professional Urban Planning Services
Downtown Parks Site Assessment and Feasibility Study
Date of Issue: Tuesday, March 14, 2017
Proposal Due Date: Monday, May 1, 2017

Section I  Project Overview and Objectives
Section II  Area Description
Section III  Scope of Work
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Section V  Content of the Proposal
Section VI  Estimated Budget
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I. PROJECT OVERVIEW AND OBJECTIVES

Recently, the City Council held a Study Session regarding implementation of the Downtown Precise Plan (DTPP). Through this discussion, the City Council placed a high priority on implementation of Goal #3 of the DTPP to “create a network of great public open spaces”. As a result of City Council direction, the City of Redwood City is seeking proposals for the preparation of a Downtown Parks Site Assessment and Feasibility Study for the creation of new Downtown Parks. The purpose of the study is to evaluate the feasibility for improvements to City-owned land and its adjacent right-of-way, and to provide recommendations for park development and the potential for creating green linear systems and urban recreation corridors that connect the City’s existing and future public open spaces.

The study should report on the best locations for Downtown Parks based on criteria such as potential size, potential amenities, least amount of issues or conflicts, cost effectiveness, and maintenance agreements. The study will also consider methods of integrating parks and public spaces into the downtown by evaluating the connectivity of city parks and public spaces, their potential connection to bicycle and exercise paths, creek, waterfront and regional trails and open space, and improvements to the right-of-way and pedestrian safety. While the routes between the parks and open spaces should provide recreational opportunities such as fitness hubs and shaded paths to walk, run and bike, they should also contribute to the city’s urban tree canopy.

The overall objective is to deliver parkland in the downtown (See Exhibit A - Downtown Precise Plan Area Map) to the City’s residents, visitors and park users by utilizing City-owned land and right-of-way to reshape and build public space for the purpose of recreation, socialization and community health. The Parks Impact and In-lieu Fees allow using the amassed funds for the purpose of increasing park and recreational opportunities.
The study has three phases: feasibility analysis for downtown parks, urban recreation corridors and green linear systems; preliminary site planning and identification of site improvements and amenities; and recommendations for park development. The plans for a park(s) and urban recreation corridor(s) would be a subsequent project by a design team following the study.

**Phase 1 – Feasibility Analysis for Downtown Parks, Urban Recreation Corridors and Green Linear Systems**

Objectives of this Phase

- Site assessment of City-owned land for the purpose of Downtown Parks
- Provide cost analysis
- Rank the sites
- Analyze the feasibility for park development

The feasibility analysis would look at the potential of future parks on City-owned property and right-of-way in the general downtown area. The analysis would also examine the potential costs of repurposing the existing parcels, adjacent streets and sidewalks, and in some cases structures. Based on the site assessment, the consultant team would rank which sites are the most feasible for park development and would best contribute to the creation of a network of public open spaces and urban recreation corridors, and recommend to Council the top City-owned sites to go on to the next phase.

**Phase 2 – Preliminary Site Planning and Identification of Site Improvements and Amenities**

Objectives of this Phase

- Provide site specific recommendations on the types of improvements and amenities
- Examine the cost of improvements and amenities and on-going maintenance
- Recommend improvements for connectivity and visual integration

The preliminary site planning and site improvement analysis would further study the opportunities and constraints for construction of parks at each preferred location, and generate site specific bubble diagrams and recommendations for the type of improvements. The analysis would also examine the costs of the improvement options and amenities. In addition, this phase would identify potential improvements for the connectivity of existing and proposed public open spaces in the downtown and the development of urban recreation corridors. This phase of the study would be done in close collaboration with the Parks Department and the Community Development Department.

**Phase 3 – Recommend Downtown Park Development**

Objectives of this Phase

- Final report Downtown Parks Site Assessment and Feasibility Study
- Provide recommendations on the development of Downtown Parks to Council

The final task considers the comprehensive findings of the previous tasks and provides the final report and presentation with recommendations for park development to the City Council.

**II. DOWNTOWN AREA DESCRIPTION**

The Redwood City Downtown contains a vibrant mix of residential, employment, retail, and entertainment uses in close proximity as well as several public open spaces throughout the city center (See Exhibit B – Existing Downtown Public Open Spaces Map). The Downtown Precise Plan has created a detailed vision for downtown,
resulting in over 2,000 new residential units that have recently been constructed or in the development pipeline. These are all within walking distance of the Redwood City transit center, enabling residents, employees and visitors to travel to the area with safe, convenient, and accessible public transit. In addition the City has recently entitled 500,000 square feet of office space. In response to these new changes, the proposed study focuses on the development of parks and public spaces to serve the City’s population, furthering the City’s ability to add relevant public spaces to the downtown.

There are several City-owned properties within the general downtown area (See Exhibit C – General Downtown Area Sites Map) that could be transformed into active or passive public spaces of varied sizes, shapes, and types. Improving availability to parks and public spaces in the area will result in increased recreational opportunities and ease of respite and will facilitate community interaction in the city center.

III. SCOPE OF WORK

The following scope of services should be addressed for the proposal:

**PHASE 1 - FEASIBILITY ANALYSIS FOR DOWNTOWN PARKS, A PUBLIC OPEN SPACE NETWORK AND URBAN RECREATION CORRIDORS**

**Task 1.1 – Kick-off Meeting**
Meet with key City staff and consultant(s) to discuss parameters of the study, work plan, next steps, and draft a schedule.

✓ Deliverable:
   a) Work plan
   b) Project Schedule

**Task 1.2 – Prepare Existing Conditions Data**
The consultant team will provide the City with data that may include general plans or area plans, relevant development projects, data on the public right-of-way, economic data, and relevant land use information for the City-owned parcels in the downtown. The sites that should be included:

1. Downtown Library Campus (Roselli Park) – See Exhibit 1
2. Spring Street (Main to Walnut) – See Exhibit 2
3. City Hall/Main Street Parking Lot – See Exhibit 3
4. Redwood Creek Corridor – See Exhibit 4
5. Marshall Street Garage Rooftop (4th floor) – See Exhibit 5
6. Winslow Street Parking Lot – See Exhibit 6
7. Existing Pocket Parks and Public Spaces – See Exhibit B – Existing Downtown Public Open Spaces Map

✓ Deliverable:
   a) Site-specific Existing Conditions Report

**Task 1.3 – Sites Assessment**
The consultant team will provide technical site analysis that demonstrates the opportunities and constraints of each site and provide a presentation of the findings to the Parks Department and the Community Development Department. CEQA analysis is not required at this stage though initial identification of potential impacts should be included. Site assessment criteria should at a minimum include the following:

1. Size & Location
   - Size of park
   - Site accessibility
   - Proximity to parking
1. Proximity to public transportation and shared auto
2. Proximity to bicycle facilities
3. Proximity to public trails or amenities
4. Potential for connectivity to regional recreation, linkage between parks and open spaces, and assembling a network of public spaces

2. Utility & Infrastructure
- Identify existing infrastructure
- Level of utility conflicts if any
- Potential for green infrastructure
- Potential for underground potable water storage & emergency supplies

3. Land Use & Development
- Restrictions on land assembly (i.e. parking agreements)
- Displacement/Relocation impacts
- Existing land use/Rezoning
- Key initial CEQA impacts/environmental mitigations
- Contribution to GP ratio (3 ac./1,000 residents)

\(\checkmark\) Deliverable:
- a) Identify Additional Criteria for Site Assessment
- b) Sites Assessment Report
- c) Opportunities and Constraints Presentation to Parks Department and Community Development Department

**Task 1.4 – Cost Analysis**
Concurrently, the consultant team will provide cost analysis for each site. The cost analysis information should be incorporated into the opportunities and constraints presentation (Task 1.3). The cost analysis should include, but not limited to:

- Probable construction costs
- Probable operation costs

\(\checkmark\) Deliverable:
- a) Cost Analysis Report

**Task 1.5 – Rank the Sites for Park Development**
The consultant will rank the sites given the site assessment analysis, cost analysis, park needs and park development objectives, and review results with City Staff prior to the feasibility analysis report phase. Ranking should take account of the City’s General Plan objectives, the Parks Needs Assessment Study, and other applicable planning documents.

\(\checkmark\) Deliverable:
- a) Site Ranking Report

**Task 1.6 – Downtown Park Feasibility Analysis**
The final task for Phase One will consolidate the findings and recommendations into one package for presentation to Parks Commission, Planning Commission and City Council. The feasibility analysis will summarize the downtown park development potential based on site assessment and the costs of repurposing City-owned property and right-of-way. The intent of the report is to provide Council with the necessary information to select sites for subsequent phase of preliminary site planning and identification of improvements. The scope should include a minimum of one Parks Commission meeting, one Planning Commission meeting, and one City Council meeting for presenting results of the study.
✓ Deliverable:
  a) Downtown Park Feasibility Analysis Report
  b) Presentations to Parks Commission, Planning Commission, and City Council

**PHASE 2 – PRELIMINARY SITE PLANNING AND IDENTIFICATION OF TYPES OF IMPROVEMENTS**

Subsequent or concurrently with the feasibility analysis, the preliminary site planning and site improvement analysis would include opportunities and constraints for construction of parks at each preferred location, site specific bubble diagrams, and recommendations of the type of improvements. This phase of the study would be done in close collaboration with the Parks Department and the Community Development Department. Conduct the following tasks to consider site planning and improvements to the selected City-owned sites by Council:

**Task 2.1 – Site Planning for Parks, Urban Recreation Corridor and Green Linear Systems**

This task should consider integrating parks into the downtown, both visually and physically, by evaluating the connectivity of existing city parks and public open spaces, their potential linkage to bicycle and exercise paths, creek, waterfront and regional trails and open space, and the potential to improve pedestrian comforts, access and safety to create a great public open space network and urban recreation corridors throughout the downtown and its adjacent areas. The routes that form the network and recreation corridors between the parks and open spaces would feature tree-shaded paths to walk, run and bike and would provide recreational opportunities for fitness hubs that feature amenities such as adult exercise equipment, drinking fountains and bottle fillers. They should also contribute to the city’s local habitat and urban tree canopy. This task includes coordination with the General Plan, Downtown Precise Plan, and the Parks Assessment Study.

✓ Deliverable:
  a) Recommendations for Routes and Connectivity
  b) Visual Integration of Proposed Park Locations

**Task 2.2 - Identify Site Improvements**

Provide site-specific recommendations on the types of improvements for the proposed parks and public spaces. Using general bubble diagrams, site improvement analysis should include opportunities and constraints for construction of parks at each location. These recommendations should address how each park delivers the amenities outlined in the Parks Needs Assessment Study.

✓ Deliverable:
  a) Recommendations for Site Improvements and Amenities
  b) Bubble Diagrams for Site Improvements

**Task 2.3 - Cost Analysis**

The analysis would examine the cost of the improvement options and amenities including adjustments to the probable construction costs and operational costs from the previous phase for the selected sites by Council. Consultant will review diagrams and cost estimates with city staff.

✓ Deliverable:
  a) Estimated Costs of Improvements
  b) Operational and On-going Maintenance Cost Estimates

**PHASE 3 - RECOMMEND DOWNTOWN PARK DEVELOPMENT**

**Task 3.1 – Recommend Downtown Park Development**

Conduct the final task to consider the comprehensive findings of the previous tasks:
Recommend steps for the implementation of adding new parks, creating a network of great open public spaces, and developing urban recreation corridors. Submit final report and park development recommendations. Present recommendations to Council.

✓ Deliverable:
   a) Final Report - Downtown Parks Site Assessment and Feasibility Study & Recommendations for Park Development
   b) Presentation to City Council

RESOURCES

- Redwood City 2010 General Plan
- Downtown Precise Plan, amended 2016
- Zoning Code
- Municipal Code of Ordinances
- Quimby Act Park In-lieu Fee, 2008
- Park Impact Fee Ordinance, 2008
- Parks Needs Assessment, 2008
- North Main Street Precise Plan
- 101 Crossing Project Plan, 2015 (Connection to Bay trail)
- Kaiser Permanente Campus Precise Plan, 2002 (Launching area on Redwood Creek)

IV. SELECTION PROCESS TIMELINE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 14, 2017</td>
<td>RFP available</td>
</tr>
<tr>
<td>March 31, 2017</td>
<td>Deadline for questions via email</td>
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<tr>
<td>April 7, 2017</td>
<td>Response to questions via email</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>Submission deadline for proposals</td>
</tr>
<tr>
<td>May 2017</td>
<td>Interviews with highest ranked proposers (if necessary)</td>
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<tr>
<td>May 2017</td>
<td>Preliminary selection by Parks Director</td>
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| June 2017         | Subsequent to selection by the Director, a final fee and scope of work will be prepared and presented to the City Council for consideration.

V. CONTENT OF THE PROPOSAL

1. Firm or Person Introduction: including information such as form of organization, length of time in business, office location(s), number of staff and a general summary of qualifications documenting the strengths of the firm or person, areas of expertise and licensing. Include name, email address and phone number for the firm’s contact person.

2. Relevant Experience: Identify projects completed or underway similar in nature and scope to those outlined in the study. Provide a complete listing of all related work undertaken or completed in the past five (5) years, in an easily comprehensible format. The listings must include:
   a. Project name, location and description (describe relevance to this project); and
   b. Role of the project manager in the effort

3. Key Staff: Identify the individual proposed as the project manager, and the relevant experience and role of that individual. Include resumes of key staff expected to participate.

4. Management Approach: Provide a thorough explanation of the approach planned for the project, including:
Redwood City RFP
Downtown Parks Site Assessment and Feasibility Study

a. How to manage and facilitate the community meetings, identifying options for text and graphics, preparation of staff reports and other written outreach material, and assistance with implementation of final code changes;

b. Suggested delineation of tasks for which the consultant is responsible and those for which City staff will have primary responsibility.

c. Coordination with City departments for outreach, review of recommendations, and implementation.

5. **Budget and Schedule:**

a. Outline an anticipated budget for the project, by task, including all staffing costs, as well as expenses and assumptions. The budget should assume public meetings as well as sufficient meeting time to coordinate adequately with staff; costs per meeting for additional meetings (if necessary); costs for any suggested optional tasks; and

b. Depict a schedule for the proposal to identify the overall timeline for the project, including key milestones and deliverables. The City expects that the study will be completed by Winter 2017.

6. **Client References:** List a minimum of three relevant client references for the proposed project manager.

7. **Insurance:** Provide evidence of insurability and liability limits.

8. **Comments or Requested Changes to the Contract:** A typical City of Redwood City Professional Services Agreement is included as an attachment to the RFP. The proposing person or firm shall identify any objections and/or requested changes to the Agreement. The City reserves the right to accept or reject any proposed changes.

**VI. ESTIMATED BUDGET**

Funding for this project is $100,000.00 for the three phases.

**VII. SUBMITTAL AND REVIEW PROCESS**

1. **Number of Copies:** Three printed copies and one pdf file of the proposal is required. Cost proposals must be sealed and submitted separately from the remainder of the submittal.

2. **Length of Submission:** Proposals are limited to 30 pages of written material, including the cover letter. The cover page, table of contents, blank tab pages, and information addressing the DBE requirement are exempt from the page limitation.

3. **Deadline:** Late submittals will not be accepted.

4. **Send Submittals to:**

   RFP for Professional Planning and Economic Services
   Downtown Parks Site Assessment and Feasibility Study
   Attn: Claudia Olalla, ASLA
   City of Redwood City
   1400 Roosevelt Avenue
   Redwood City, CA 94062

5. **Applicant questions:** Direct all questions regarding the RFP to Claudia Olalla, ASLA at colalla@redwoodcity.org. All efforts will be made to respond to e-mail questions, with copies of responses to all consultants.
6. **Refusal:** The City reserves the right to accept or reject any or all proposals, or to alter the selection process in any lawful way, to postpone the selection process for its own convenience at any time, and to waive any non-substantive defects in this RFP or the proposals.

7. **Other Firms:** The City reserves the right to negotiate with other qualified persons or firms, or to solicit additional statements of qualifications at any point in the project should it fail to negotiate a reasonable fee with the initially selected person or firm, or should that firm fail to execute the City's Agreement.

8. **Public Disclosure:** When negotiations with the selected proposer are complete, proposal documents are subject to public disclosure under applicable law, including the California Public Records Act.

VIII. **SELECTION CRITERIA**

The successful firm will be selected on the basis of professional qualifications and demonstrated competence. Particular attention will be paid to:

1. Experience, qualifications, performance, and availability of proposed project manager.
2. Relevant experience in conducting site assessments, preparing feasibility studies and preliminary site planning analysis, and providing public space planning and cost analyses.
3. Proposed project approach.
4. Project understanding.
5. Ability to meet schedules, coordinate activities with multiple parties, work closely and collaboratively with staff, and perform within budget and schedule limitations must be shown.

IX. **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

See Exhibit D.

X. **ATTACHMENTS**

Exhibit A - Downtown Precise Plan Area Map  
Exhibit B - Existing Downtown Public Open Spaces Map  
Exhibit C - General Downtown Area Sites Map  
Exhibit D - Sample Professional Services Agreement  
Exhibit 1 - Downtown Library Campus (Roselli Park) Parcel Map  
Exhibit 2 - Spring Street (Main to Walnut) Parcel Map  
Exhibit 3 - City Hall/Main Street Parking Lot Parcel Map  
Exhibit 4 - Redwood Creek Corridor Parcel Map  
Exhibit 5 - Marshall Street Garage Rooftop (4th floor) Parcel Map  
Exhibit 6 - Winslow Street Parking Lot Parcel Map
MAP LEGEND

- Downtown Precise Plan Boundary
- Parcels within Downtown Precise Plan Area

DOWNTOWN PRECISE PLAN AREA MAP
EXISTING CONDITIONS - PUBLIC OPEN SPACES

MAP LEGEND
- Softscape Public Open Space
- Hardscape Public Open Space

Walking Distance to Public Open Space
- One Minute or Less
- Three Minute or Less
- Five Minute or Less

EXISTING DOWNTOWN PUBLIC OPEN SPACES MAP
AGREEMENT FOR PROFESSIONAL SERVICES
(Insert Name of Consultant)

THIS AGREEMENT is made and entered into as of the _____ day of ________________, 201_, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and ________________________________ ("Consultant").

RECITALS

A. City requires the professional services of a ______________________.

B. Consultant has the necessary experience in providing professional services and advice.

C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.

D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A," which is incorporated herein by reference. In the event of a conflict between the provisions of Exhibit "A" and the terms of this Agreement, the terms of this Agreement shall prevail. City shall have the right to modify the scope of work to delete tasks in whole or in part.

2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and shall expire upon completion of performance of Services hereunder by Consultant.

[OR]

3. Term. Unless earlier terminated, the term of this Agreement will be effective for a period of ________ from the date first above written. The City Manager may amend the Agreement to extend it for additional periods in an amount not to exceed $__________
Extensions will be based upon a satisfactory review of Consultant's performance, City needs, and appropriation of funds by the City. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

[REMOVE THE PARAGRAPH 3 THAT IS NOT CHOSEN.]

4. **Schedule.** Consultant will adhere to the schedule set forth in Exhibit “A”, provided, that City in its discretion may grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy governmental reviews of Consultant’s work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay will 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 use its best professional efforts to meet the schedule. City understands that Consultant’s performance must be governed by sound practices.

5. **Time is of the Essence.** Time is of the essence for each and every provision of this Agreement.

6. **Compensation.** City shall pay to Consultant an amount not to exceed ________ Dollars ($_____) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Consultant, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

   6.1 An application for payment form must be submitted to City which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing hourly rates, hours worked, percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

   6.2 Consultant shall maintain adequate records and shall permit inspection and audit by City of Consultant's charges under this Contract. Consultant shall make such records available to City during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to City and any specified public agencies. Such records shall be maintained by Consultant for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws.

   6.3. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or
subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

OR

6. **Compensation.** The total fee payable for the Services to be performed during the initial term of this Agreement will be $__________. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. City has the authority to withhold a 10% percent retention until City has accepted all of the services specified in Exhibit "A." Incremental payments, if applicable, will be made as outlined in attached Exhibit "A."

6.1 An application for payment form must be submitted to City which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing hourly rates, hours worked, percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

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CHOICE THE APPROPRIATE PARAGRAPH 6 AND DELETE THE OTHER.

7. **Status of Consultant.** Consultant will perform the Services as an independent contractor and not as an employee of City. The persons used by Consultant to provide services under this Agreement shall not be considered employees of City for any purposes.

8. **Subcontracting.** Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. **Other Consultants.** City reserves the right to employ other consultants in connection with the Services.

10. **Indemnification.** Consultant will defend, indemnify and hold harmless City and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services, caused in whole or in part by the willful misconduct or any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of City.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

The parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

11. **Insurance.** Consultant shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than “A-:VII”.

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Agreement over $10K  
City Attorney Approved Version 10-05-16 JS
11.1 **Coverages and Limits.** Consultant, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Consultant’s indemnification obligations under this Agreement.

11.1.1 **Commercial General Liability Insurance.** Consultant shall maintain occurrence based coverage with limits not less than $2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

11.1.2 **Business Automobile Liability Insurance.** Consultant shall maintain coverage with limits not less than $1,000,000 per each accident for owned, hired and non-owned automobiles.

11.1.3 **Workers’ Compensation Insurance.** Consultant shall maintain coverage as required by the California Labor Code. The Workers’ Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

11.1.4 **Employer’s Liability Insurance.** Consultant shall maintain coverage with limits not less than $1,000,000 per each accident for bodily injury or disease.

11.1.5 **Professional Liability Insurance.** Consultant shall maintain coverage with limits not less than $1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

11.2. **Notice of Cancellation.** This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Consultant providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

11.3 **Providing Certificates of Insurance and Endorsements.** Prior to City’s execution of this Agreement, Consultant shall provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City’s Risk Manager. In no event shall Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City’s Risk Manager.
11.4 Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then City will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

11.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

12. Business License. Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, as may be amended from time-to-time.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

14. Ownership of Documents. Any reports and other material prepared by or on behalf of Consultant under this Agreement (collectively, the "Documents") shall be and remain the property of Consultant. City may request copies of such Documents, and to the extent Consultant agrees to provide copies of such Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Consultant.

15. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

16. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Consultant under this Agreement.

For City:
City of Redwood City
Attention: City Manager
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7000

For Consultant:
Name ____________________________
Title ____________________________
Address _________________________
Phone No. _______________________

Agreement over $10K
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Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

17. **Conflict of Interest.** If disclosure under the Political Reform Act and City’s Conflict of Interest Code is required of Consultant or any of Consultant’s employees, agents, or subcontractors, Consultant or Consultant’s affected employees, agents, or subcontractors shall complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of Consultant’s agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant’s agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that shall be affected by this Agreement or, alternatively, that Consultant shall file with City an affidavit disclosing this interest.

18. **General Compliance with Laws.** Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant’s Services with all applicable laws, ordinances and regulations.

19. **Discrimination and Harassment Prohibited.** Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

20. **Termination.** In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement.

If City decides to abandon or postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

Within 10 days of termination Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make a determination of final
payment based upon the value of the work product delivered to City and the percentage of the services performed.

21. **Covenants against Contingent Fees.** Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. **Claims and Lawsuits.** Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 et seq., the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges disbarment by another jurisdiction is grounds for City to terminate this Agreement.

23. **Jurisdiction and Venue.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. **Successors and Assigns.** It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of City, which will not be unreasonably withheld.

25. **Paragraph Headings.** Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

26. **Entire Agreement.** This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and
its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order and any other attachment or exhibit. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

27. **Authority.** The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

CITY: City of Redwood City, 1017 Middlefield Road Redwood City, CA 94063

By: __________________________

ATTEST:

_______________________________
Silvia Vonderlinden, City Clerk

CONSULTANT: [NAME] [ADDRESS]

*By: _________________________ **By: __________________________

Printed Name: __________________ Printed Name: __________________

Title: __________________________ Title: __________________________

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

*Group A. **Group B.
Chairman, Secretary,
President, or Assistant Secretary,
Vice-President CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.
EXHIBIT “A”

SCOPE OF SERVICES

Itemized List of what Consultant will do for City and at what price and schedule.