



## **TOWN OF COLMA, CALIFORNIA**

### **REQUEST FOR PROPOSALS**

#### **El Camino Real Bicycle and Pedestrian Improvement Project Project Approval and Environmental Document (PA&ED)**

**Date of Publication:**

**May 20, 2024**

**PROPOSALS DUE:**

**Tuesday, June 11, 2024, by 2:00 P.M.**

**Town of Colma  
Department of Public Works  
1198 El Camino Real  
Colma, CA 94014**

**A NON-MANDATORY Pre-Proposal Conference  
will be held on Tuesday, May 28, 2024, at 3:00 P.M.**

## TABLE OF CONTENTS

<b>Section I – General Information .....</b>	<b>1</b>
1. Introduction	
2. Background	
3. Instructions to Proposers	
<b>Section II – Scope of Work .....</b>	<b>5</b>
1. Project Description	
2. Project Scope	
<b>Section III – Proposal Requirements .....</b>	<b>12</b>
1. Transmittal Letter	
2. Consultant Information, Qualifications and Experience	
3. Organization and Approach	
4. Detailed Scope of Work	
5. Project Schedule	
6. Proposal Forms	
7. Cost Proposal	
<b>Section IV – General Terms and Conditions .....</b>	<b>15</b>
<b>Section V – Proposal Evaluation and Selection Process .....</b>	<b>20</b>
1. Evaluation Process	
2. Evaluation Criteria	
<b>Attachments</b>	
A. Project Location Maps	
B. Proposal Forms	
C. Standard Form of Professional Services Agreement	

# El Camino Real Bicycle and Pedestrian Improvement Project

## Project Approval and Environmental Document (PA&ED)

### **SECTION I - GENERAL INFORMATION**

#### **1. INTRODUCTION**

The Town of Colma (Town) is seeking proposals from qualified and experienced consultants to develop the Project Approval and Environmental Document (PA&ED) for the El Camino Real Bicycle and Pedestrian Improvement Project (Project). The purpose of the Project is to improve multi-modal infrastructure, traffic operations, accessibility, and safety for pedestrians, cyclists, and motorists. It will also integrate green infrastructure and accommodate future housing needs and demands.

The Project is funded by the San Mateo County Transportation Authority (TA) through the Measure W Highway Grant Program. The Town of Colma will act as the Sponsoring and Implementing Agency, collaborating with the City of South San Francisco on this project. Caltrans, as the owner and operator of the State Highway (SR 82) System, will provide project oversight including quality management, review and approval of all PA&ED work-related deliverables.

The project is on the State Highway (SR 82) System and will follow Caltrans procedures, policies, and standards. A Cooperative Agreement has been executed between the Town and Caltrans for oversight of the Project Initiation Document (PID) for this Project. A similar Cooperative Agreement will be executed with Caltrans for the PA&ED phase.

The Town is currently developing the Project Study Report-Project Development Support (PSR-PDS) for the Project. This report is expected to be completed by September 2024. The Town aims to complete the PA&ED within fourteen (14) months of the contract award, but no later than September 30, 2025.

Proposals submitted in response to this Request for Proposal (RFP) must adhere to the instructions and requirements outlined in this RFP.

#### **2. BACKGROUND**

El Camino Real, (ECR/ SR 82), is a major north-south arterial road running through the Town of Colma and the City of South San Francisco. It stretches from Daly City/ Unincorporated San Mateo County in the north to South San Francisco in the south. The road has three lanes in each direction northbound, which taper to two lanes southbound. Speed limits vary between 35 mph and 40 mph. El Camino Real provides access to BART stations at its northern and southern ends, as well as several SamTrans bus stops along the roadway (refer to Project Location Map in Attachment A). The project area is divided into three segments: Segment A from Albert M. Teglia Boulevard to Mission Road, Segment B from Mission Road to Arlington Drive, and Segment C from Arlington Drive to Hickey Boulevard (refer to Study Area Exhibit in Attachment A).

The ECR corridor has some major deficiencies that discourage walking, cycling, and public transit use. These include a lack of continuous and non-compliant sidewalks forcing pedestrians onto the shoulder or on the road itself, a complete absence of designated bicycle lanes, unprotected and conflicting vehicle movements, coupled with inadequate roadway crossings for pedestrians and cyclists.

The deficiencies in the bicycle and pedestrian infrastructure along the ECR corridor were highlighted in the 2018 Colma Systemic Safety Analysis Report (SSAR), available on the Town's website <https://www.colma.ca.gov/current-capital-projects/>. The study completed a comprehensive analysis of crash data, including pedestrian and bicycle accidents. It recommends specific countermeasures and projects to enhance safety throughout Colma's roadway network, including El Camino Real. These deficiencies in bicycle and pedestrian facilities have been also outlined in the 2023 Town's Bicycle and Pedestrian Master Plan.

In 2021, the Town developed the El Camino Real Bicycle and Pedestrian Improvement Plan to improve safety and mobility for people who walk and bike along the ECR corridor and increase access to public transportation. Through comprehensive analysis, development of feasible options, and extensive community outreach, the Plan establishes a set of recommendations reflecting Colma's long-term vision for a vibrant and connected community. This Plan is available on the Town's website <https://www.colma.ca.gov/plans-and-studies/>.

Currently, the Town is developing the Project Study Report-Project Development Support (PSR-PDS) for the El Camino Real, expected to be completed by September 2024. This PSR-PDS will serve as the Project Initiation Document (PID) for the Project, outlining project need and purpose, stakeholder inputs, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources. Additionally, the PSR-PDS will identify the environmental documents required for the next phase, Project Approval and Environmental Document (PA&ED).

The El Camino Real project (post mile 21.9 – 23.4) overlaps with Caltrans' SR-82 project included in the 2022 State Highway Operation and Protection Program (SHOPP). The SHOPP project spans from Arroyo Drive in the City of South San Francisco to I-280 in San Francisco. The Town is coordinating the project with Caltrans during the current PSR-PDS phase. This collaboration will continue through the Project Approval and Environmental Document (PA&ED) phase. The consultant will help identify overlap areas between the two projects and resolve any potential conflicts in scope or schedule.

### **3. INSTRUCTIONS TO PROPOSERS**

This Request for Proposal (RFP) seeks proposals from interested and qualified Consultants to prepare the Project Approval and Environmental Document (PA&ED) for the El Camino Real Bicycle and Pedestrian Improvement Project. Proposers must be able to demonstrate that they are capable of performing the services as requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of similar scope and type, and local availability of the proposer's personnel and facilities.

The Consultant's proposal will be evaluated and ranked according to the criteria provided in Section V "Proposal Evaluation and Selection Process" of the RFP.

A pre-proposal conference is scheduled on **Tuesday, May 28, 2024, at 3:00 P.M.** in Colma Town Hall, 1198 El Camino Real, Colma, CA 94014, where the Town will provide an overview of the project's scope of work, discuss the existing site conditions, and answer any questions. The pre-proposal meeting can be also attended online, via mobile phone or computer, using a live video/audio webcast that will be posted on the Town's website before the meeting at: <https://www.colma.ca.gov/rfp-and-bids/>. This is a non-mandatory meeting, but interested Consultants are highly encouraged to attend.

Questions and clarification inquiries about this RFP must be received by **Monday, June 3, 2024**, and should be directed in writing or via email to:

Town of Colma  
1198 El Camino Real  
Colma, CA 94014-3212  
Telephone: (650)757-8888  
Attention: Abdulkader Hashem, Senior Project Manager  
Email: [ahashem@colma.ca.gov](mailto:ahashem@colma.ca.gov)

Responses to questions and clarification inquiries that do not provide an unfair advantage or new information to the Consultant submitting the question will be answered directly without formal record or addenda. Responses that provide new information or changes to the RFP documents will be issued to all proposers as addenda to the RFP.

Consultants are directed to submit one (1) original and five (5) hard copies of proposals and one (1) electronic copy in PDF format on a USB Flash Drive. All printing shall be double-sided. One (1) original cost proposal shall be submitted in a **separate sealed envelope from the proposal** in accordance with Section III "Proposal Requirements". The proposal packages, including hard copies of the proposal, the cost proposal and the USB Flash Drive containing the electronic copy of the proposal, shall be delivered to the Town of Colma no later than **2:00 P.M. Pacific Standard Time (PST), Tuesday, June 11, 2024**. The proposal package shall be submitted as a sealed package clearly marked "El Camino Real Bicycle and Pedestrian Improvement Project, Project Approval and Environmental Document (PA&ED)" to the following address:

Town of Colma  
Department of Public Works  
1198 El Camino Real  
Colma, CA 94014-3212

Proposals received after the time and date specified above will be considered nonresponsive and will be held unopened for Consultant pick-up at the delivery location.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant prior to the deadline to submit proposals.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

The anticipated Consultant selection schedule is described in the Tentative Project Schedule below:

<b>EVENT</b>	<b>ESTIMATED DATE</b>
RFP Release Date	May 20, 2024
Pre-Proposal Meeting (non-mandatory) – 3:00 P.M.	May 28, 2024
Deadline to Submit Written Questions	June 3, 2024
Proposal Submission Due – 2:00 P.M.	June 11, 2024
Interviews with Highest Ranked Proposers	June 20, 2024
Consultant Selection	June 28, 2024
City Council Award Contract	July 10, 2024
Anticipated Contract Start Date	August 1, 2024
Project Completion Date	Fourteen (14) months, No later than September 30, 2025

**END OF SECTION**

## **SECTION II – SCOPE OF WORK**

### **Project Description:**

The El Camino Real/ (ECR/SR 82) is a major north-south arterial that spans from Albert M. Teglia Boulevard at the border of Daly City/ Unincorporated San Mateo County to Hickey Boulevard in the City of South San Francisco. Deficiencies have been identified in this corridor including poor pavement condition, lack of sidewalks, non-ADA compliant access, lack of bicycle facilities, street lighting, and absence of sustainable infrastructure.

The El Camino Real Bicycle and Pedestrian Improvement Project is a Complete Street project aimed to improve connectivity and safety for pedestrians and bicyclists accessing the ECR by providing multi-modal infrastructure along the corridor. The project will provide new Class IV and Class I bike paths, compliant sidewalks, and redesigned safe harbor bus stops. Other safety features will include buffered landscaping to protect bicyclists and pedestrians from traffic, bulb-outs to lessen the walkway in street crossings, and streetlights that will provide acceptable lighting for pedestrians, bicyclists and vehicles. The project will also address various green street opportunities and stormwater treatment objectives where achievable. Available sustainable landscape areas will be designed to be drought tolerant along with incorporating San Mateo County’s stormwater treatment practices and guidelines.

### **Project Scope:**

The project scope involves developing of the Project Approval and Environmental Document (PA&ED) for the El Camino Real Bicycle and Pedestrian Improvement Project from Albert M. Teglia Boulevard at the border of Daly City/ unincorporated San Mateo County to Hickey Boulevard in South San Francisco. The Project Study Report-Project Development Support (PSR-PDS) is underway and expected to be completed and approved by Caltrans by September 2024.

The following tasks describe the scope of work required for the preparation of the PA&ED phase, to be completed under the guidance and review of the San Mateo County Transportation Authority (TA), Caltrans, the Town of Colma, and the City of South San Francisco.

### **1. Project Management and Coordination**

The Town of Colma (the “Town”) is the Project sponsor and implementing agency in partnership with the City of South San Francisco (the “City”), the TA is the funding agency and part of the project management team. As the owner and operator of SR 82, Caltrans is responsible for all project approvals and oversight. This task covers managing project initiation efforts, coordinating meetings, and providing regular progress updates. The Consultant will lead technical efforts with support from the Town, City, TA, and Caltrans.

**1.1 Work Plan and Schedule:** Develop and maintain a work plan and schedule for each task, identifying the responsibilities of all team members and other parties. The schedule will identify task dependencies.

**1.2 Set-up and Maintain Project Files:** Project files will be set up and maintained according to the Caltrans Uniform Filing System. The project files will include agreements, correspondences, and copies of draft and final technical work products. At project closeout, a copy of all project files will be supplied to the TA, the Town, and the City.

1.3 Invoicing: The Town is the implementing agency in collaboration with the City and will be responsible for processing payments to the Consultant, as well as for submitting monthly reimbursement invoices along with back-up details to the TA. As the implementing agency, the Town will be responsible for reviewing the Consultant's monthly invoices and progress reports, including work accomplished during the reporting period detailing personnel and costs, work anticipated, issues, and schedule. The Town and the City will review Consultant-produced reports and serve as a day-to-day contact with the Consultant team.

1.4 Meetings: The Consultant will be responsible for the overall project management, progress monitoring, maintenance of project files, and leading the project tasks. The Town, City, TA, Caltrans, and the Consultant will hold a kick-off meeting to discuss the project scope (refer to task 2.1). Regular communication will be ensured through monthly PDT meetings with Caltrans (refer to 2.2), supplemented by bi-weekly meetings with TA, Town and City staff, and additional meetings as required. The Consultant will be responsible for scheduling and coordinating all meetings, including taking and distributing minutes.

1.5 Quality Management Plan: Develop a Quality Management Plan (QMP), in collaboration with the Town, City, TA, and Caltrans, ensuring quality control/quality assurance elements and ensuring that deliverables are reviewed as such prior to submission to Caltrans. The plan will describe the quality procedures that will be implemented during the development of the PA&ED. The Consultant will provide the QMP for the Work in every Project Component. The QMP describes the implementing agency's quality policy and how it will be used. The QMP will include the process for resolving disputes between the Parties at the team level. The QMP is subject to Caltrans review and approval.

1.6 Risk Management Plan: Prepare and maintain a Risk Management Plan (RMP) that will be developed in partnership with the Project Development Team (refer to Task 2.2). The RMP will summarize potential project risks and the impacts on the overall project cost and schedule. This information will be summarized in the PA&ED.

1.7 Preliminary Schedule: A program-level schedule with key milestones will be developed for the environmental process, ROW acquisition process, design, and construction including multiple contracts if appropriate, and commissioning and testing. The schedule will contain timeframes for procurement of services, start and end times, and opportunities for public review and input.

## **2. Stakeholder Engagement and Coordination**

This task ensures ongoing communication and coordination with other partner agencies to ensure a comprehensive analysis of alternatives while building political support.

2.1 Kick-off Meeting: The purpose of this meeting is to develop a shared view of the Project and the scope of the environmental process. This meeting will focus on aligning our understanding of the project's scope and outlining the environmental review process. The Consultant will guide the Town through the specifics of the Project and help define the framework for the environmental process.

The Town, City, TA, Caltrans, and Project Consultant will engage in the kick-off meeting to:



- Prepare and finalize the project work scope
- Establish procedures, roles, and responsibilities
- Develop the project charter and communicate a shared view of the Project
- Set the framework and decision-making structure for reaching consensus
- Identify known deficiencies
- Identify members of the Project Development Team (PDT)
- PDT Meetings scheduling and coordination
- Preparation of meeting agendas, meeting minutes, and action items

2.2 Project Development Team (PDT): The Town in collaboration with the City and Caltrans, with the Consultant's assistance will be responsible for the formation of a PDT to guide and assist in the development of the Project. Anticipated members of the PDT include an assigned Town's project manager and City's project manager and other representatives as applicable, Caltrans' project manager and representatives from appropriate functional units (including highway operations, planning, and design), and TA's project manager and other representatives as applicable. Additional representatives are to be potentially identified from San Mateo County, Pacific Gas & Electric Company (PG&E), SamTrans (transit operations), US Fish and Wildlife, California State Water Resources Control Board, and others who will attend the PDT meetings as needed. The PDT is expected to meet monthly for the project period, and on an as-needed basis. The Consultant will prepare and facilitate PDT meetings. The Consultant will prepare agendas, other meeting materials, meeting minutes, and action items.

2.3 Project Coordination Meetings: Coordination meetings with the Town, the City and other project team members including the TA, are expected to take place at least bi-weekly for regular work updates by the Consultant and discussion of any issues that may arise.

2.4 Individual Agency Coordination: Given the existing power poles and culvert within the project area, early coordination with PG&E and other utility providers is critical to seek opportunities for project co-benefits like repairs and opportunities for green infrastructure. Similarly, ongoing coordination with the US Fish and Wildlife Service is crucial due to the potential for endangered species within the project area. The Town and Consultant team with the TA and Caltrans support will identify and engage key stakeholders one-on-one as needed.

2.5 Coordination Meetings and Hearings: The Consultant team in collaboration with Town, City and TA staff will present the project at key points to the Colma City Council, and, if necessary, the TA Board of Directors.

### **3. Community Engagement**

The Consultant will conduct community workshops that will provide the opportunity for maximum public participation, with an emphasis on serving disadvantaged communities and those with special needs. Community engagement is important to ensure the success of this Project and meet the community's needs. The Consultant will review and benefit from the strategies and outcome of the community engagement process deployed during the development of the Town of Colma's 2020 El Camino Real Bicycle and Pedestrian Improvement Plan to ensure transparency and meaningful dialogue with community stakeholders throughout the Project period.

The Consultant team will work closely with the Town, City, and TA to identify a list of key stakeholders, including Caltrans, first responders, business owners, and residents, and develop partnerships and synergies between stakeholders, to ensure an approach that advances equity objectives in community engagement. The Consultant will prepare a detailed program for a variety of outreach methods to optimize public participation, including, but not limited to, flyers; collateral material; website; and online survey.

3.1 Prepare Community-facing Materials: Community-facing materials about the environmental process will be prepared in jargon-free language, including what the environmental phase will “do or not do,” how past Planning projects are connected, and opportunities for input. Materials will include a recorded presentation, factsheets, and webpage content. Updates to materials will be prepared as needed to appropriately reflect ongoing Project tasks and community outreach initiatives. The Town, City, and possibly the TA will host the webpage and distribute information to key partners. The website and published materials will meet ADA compliance needs. Community meeting materials will be translated into Spanish to better serve our diverse community.

3.2 Community Meetings: The Town and City will host community meetings (in-person, virtual or a hybrid depending on health conditions) at strategic points of the Project to solicit input where feasible and appropriate. These outreach meetings will include introductions to the project and its scope, data analysis and findings, and development of alternatives. Up to two (2) community meetings are anticipated.

#### **4. Field Surveying and Mapping**

The Consultant shall be responsible for data collection, base mapping and surveying necessary for preliminary engineering, cost estimates, right-of-way impacts, and level of environmental clearance. The consultant will perform:

- a. Topographical and boundary survey
- b. Existing Utility Mapping
- c. Utility pothole survey for sub-surface utilities
- d. Surveying related to right-of-way, boundary, and utility relocation services
- e. Encroachment Permits
- f. Permitting from outside agencies

#### **5. Traffic Forecast and Operational Analysis**

The Consultant will develop a comprehensive Traffic Operations Analysis Report (TOAR). This report will assess the potential traffic impacts of the project at key intersections within the study area. The scope of work outlined for the TOAR will include:

- a. Traffic Analysis Scope of Work/Traffic study limits along ECR
- b. Traffic Analysis Approach and Methodology
- c. Existing Conditions
  - Data Collection
    - Traffic Volume Data (*Completed in May 2024*)
    - Turning movement counts at key intersections (*Completed in May 2024*)

- Accident Data Summary (Traffic Accident Surveillance and Analysis System (TASAS))
- Travel Time/ Speed Data
- Signal Timings
- Existing Conditions Traffic Operational Analysis (Intersections Only)
- d. Highway Safety Manual Analysis
- e. Traffic Forecasts (Intersections Only)
- f. Vehicles Miles Traveled (VMT) Forecasts
- g. Future Traffic Operations Analysis (Segments & Intersections)
  - ECR/SR 82 Corridor Analysis
  - Intersection Analysis
  - Signal Warrants and Intersection Control Evaluation (ICE)
- h. Traffic Operations Analysis Report (TOAR)
- i. Traffic Data Support for Environmental Document and Air Quality Analysis.

## 6. Preliminary Engineering

The Consultant will develop the preliminary engineering for the two (2) alternatives identified in PSR-PDS supported by the traffic and environmental studies. This will involve actively investigating field conditions, resolving critical issues, and refining the initial concepts in sufficient detail to enable environmental studies to progress. The Consultant will prepare the necessary technical studies and reports, including but not limited to:

- a. Geometric Engineering Drawings
- b. Preliminary Geotechnical Design Report
- c. Pavement Memorandum
- d. Utility Design, Coordination, and Conflict Analysis
- e. Right of Way Data Sheet
- f. Traffic Management Plan (TMP) Data Sheet
- g. Storm Water Data Report
- h. Water Quality Report
- i. Preliminary Drainage Report
- j. Design Standard Decision Document
- k. Preliminary Cost Estimate
- l. Preliminary Construction Schedule
- m. Green Infrastructure and Landscape Concept
- n. Life Cycle Cost Analysis

## 7. Environmental Studies

Consultant shall conduct all necessary technical studies for CEQA and NEPA clearance as well as ensure the project complies with regulatory agency permit requirements, including but not limited to:

- a. **Air Quality and Modeling.** Air Quality analysis will involve technical air quality review and modeling pursuant to the Caltrans Standard Environmental Reference (SER) and the Bay Area Air Quality Management District (BAAQMD) recommended methods for CEQA analyses. This

will evaluate the project's impact on regional emissions in the basin and localized concentrations near the project site.

- b. **Biological Resources/ Natural Environment Study.** Biological Resources and Natural Environment Study (NES) will involve the preparation of the Biological Assessment, including database/literature review, field survey, and assessment in accordance with the State and Federal requirements.
- c. **Cultural/ Paleontological/ Historical/ Tribal Resources.** Cultural Resources review will include preparation of all necessary studies of archaeological, Native American, traditional, and built environment resources, in accordance with the National Historic Preservation Act (NHPA) of 1966 (Section 106) and the Caltrans SER requirements.
- d. **Floodplain and Water Quality Study.** Floodplain and Water Quality technical analysis will be prepared following Caltrans SER and the latest Caltrans Water Quality Assessment Report Template and Caltrans Location Hydraulic Study template and Floodplain forms.
- e. **Noise Study.** Noise Study will be prepared following Caltrans SER and the latest Caltrans Annotated Noise Study Report outline format.
- f. **Community Impact Assessment.** Community Impact Assessment (CIA) will be prepared following Caltrans SER to assess the impacts of the proposed project on communities and neighborhoods. This assessment will guide the design process towards context-sensitive solutions that consider the community's needs. The development of mitigation strategies for addressing project impacts on the community began during the project development process and is a key focus of the public participation plan.
- g. **Environmental Justice.** Environmental justice analysis will be prepared following Caltrans SER. Any mitigation measures recommended in the final environmental document to reduce construction-related environmental justice issues or impacts may occur during the construction phase of the project.
- h. **Visual Impact Assessment.** Visual Impact Assessment (VIA) will be prepared following Caltrans SER with the latest Caltrans VIA Questionnaire tool.
- i. **Hazardous Waste/Materials.** Hazardous Waste/Materials assessment will be prepared following Caltrans SER and the latest federal and state regulations for hazardous material, hazardous waste, and contamination.
- j. **Energy Study.** Energy Study will be prepared following Caltrans SER with the latest Caltrans Energy Analysis outline-memo format.

## 8. Environmental Document

The draft Preliminary Environmental Analysis Report (PEAR) conducted for the ECR Corridor improvements for the PSR-PDS phase (currently pending Caltrans' approval) anticipates that the appropriate level of environmental documentation to be prepared during the PA&ED phase would be a Categorical Exemption under CEQA, pursuant to Guidelines Section 15301 Existing Facilities, and a Categorical Exclusion under NEPA pursuant to 23 Code of Federal Regulations (CFR) 771.117(c)(3).

The Consultant will be responsible for preparing the environmental documents required for a Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA), and a Categorical Exemption (CE) under the California Environmental Quality Act (CEQA), assuming the project will not result in significant environmental impacts. An Initial Study/Mitigated Negative Declaration (IS/MND) should be included as an optional additional task if the CEQA exemption is found to be inadequate for project approval.

- a. The Consultant will conduct all environmental studies and prepare the necessary documentation required for compliance with the National Environmental Policy Act (NEPA). This includes, but is not limited to, the items outlined in the Preliminary Environmental Study (PES) form. The Consultant will prepare NEPA-specific materials for Town review and approval before final submission to Caltrans, who will lead the NEPA document preparation.
- b. The Consultant shall prepare all environmental documents, special studies, and reports required for environmental clearance per the CEQA requirements. A Categorical Exemption (CE) is currently projected as the appropriate environmental document. However, the final document type will be determined by the findings of the environmental review process.
- c. The Consultant is responsible for securing all environmental permits required for the project in compliance with the requirements of the environmental documents and regulatory agencies. It is anticipated that the project will require the following permits and approvals:
  - National Pollutant Discharge Elimination System (NPDES) Statewide Storm Water Construction General Permit.
  - State Historic Preservation Office (SHPO) Section 106 Concurrence
  - San Francisco Bay Regional Water Quality Control Board 401 Water Quality Certification permit
  - U.S. Army Corps of Engineers Section 404 Permit
  - California Department of Fish and Wildlife Incidental Take Permit
  - Town of Colma Encroachment Permit and Tree Removal Permit
  - City of South San Francisco Encroachment Permit and Tree Removal Permit
  - CalTrans Encroachment Permit to perform certain studies, if needed

**END OF SECTION**

## **SECTION III – PROPOSAL REQUIREMENTS**

All proposals should adhere to the specified content and sequence of information as described in the order listed below:

### **1. Transmittal Letter**

The transmittal letter shall be addressed to:

Town of Colma  
Department of Public Works  
1198 El Camino Real,  
Colma, CA 94014  
Attn: Brad Donohue, Director of Public Works and Planning

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address of the office located nearest to the Town of Colma from which the project will be managed.

The letter shall address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The Consultant shall provide a brief statement affirming that the proposal's terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

### **2. Consultant Information, Qualifications and Experience**

The Town will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. Consultant should demonstrate experience with public agencies and Caltrans on both federal and state fund projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) similar projects within the past five (5) years which include the following information:

- Contracting agency name,
- Contracting agency Project Manager and contact information,
- Contract amount,
- Funding Source,
- Date of contract,
- Date of completion,
- Consultant Project Manager and contact information, and
- Project Description.

### 3. Organization and Approach

- a. Describe the roles and organization of your proposed team for this project. Indicate the composition of sub-Consultants and number of project staff, facilities available, and experience of your team as it relates to this project. Include an organization chart showing the proposed relationships among the staff and other parties that may have significant roles in this project.
- b. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
- c. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience for the project's scope of work, as well as the length of employment with the proposing Consultant. Key members, particularly the Project Manager, must possess demonstrably strong experience in similar projects and be committed to seeing the project through to completion.
- d. Describe your understanding of the project and the methodology to be used for completing the work.

### 4. Detailed Scope of Work

Include a detailed scope of work statement describing all services to be provided by the Consultant and describe project deliverables for each phase of the work.

### 5. Project Schedule

The proposal should include a detailed schedule that provides timing for major tasks and subtasks and various deliverables of the project, beginning with the contract award and ending within Fourteen (14) months, no later than September 30, 2025.

### 6. Proposal Forms

To be deemed responsive to this RFP, proposers must provide the information requested and, where applicable, complete in detail all proposal forms. The appropriate individual(s) authorized to commit the proposer to the project must sign the following Proposal Forms enclosed in Attachment B of the RFP:

- Form A – Addendum Acknowledgment
- Form B – Non-Collusion Declaration
- Form C – Certification of Non-Discrimination
- Form D – Statement of Convictions
- Form E – Previous Disqualifications
- Form F – Certification of Worker's Compensation Insurance
- Form G – Certification of Prevailing Wage Rates and Records
- Form H – Equal Employment Opportunity Certification

### 7. Cost Proposal

The proposal shall include a cost proposal for each service described in the scope of work. Cost proposal shall be submitted in a **separate sealed envelope** from the proposal.



The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified Consultants have been selected and interviewed. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks using the standardized Exhibit 10-H1 Cost Proposal form from the Local Assistance Procedure Manual (LAPM).

The Consultant shall provide an estimate of the total direct and indirect costs to complete all tasks identified in the RFP. A detailed cost breakdown shall include:

- Number of staff hours and hourly rates for each professional and administrative staff who will be involved in this project;
- An estimate of all other direct costs, such as materials and reproduction costs; and
- An estimate of sub-Consultant services if needed; all proposed hours and rates shall be itemized by task.

The selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual (LAPM) regarding the A&E Consultant Contract Audit and Review Process.

**END OF SECTION**



## **SECTION IV – GENERAL TERMS AND CONDITIONS**

### **1. Proposal Costs**

The Town is not liable for any costs or expenses incurred in the preparation of a response to this RFP. All costs in preparing and submitting a proposal shall be borne by the proposer.

### **2. Selection of Consultant**

This RFP does not commit the Town to award a contract, to pay for any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Town to do so. Furthermore, a contract award may not be made based solely on price.

### **3. Retention and Use of Proposals**

The Town reserves the right to retain all proposals, as well as any reports, data or other materials submitted in response to this RFP. The Town reserves the right to use any ideas from these proposals, even if the proposal itself is not selected.

### **4. Public Records Act**

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) the Consultant consents to release of such materials by the Town if requested under the Public Records Act without further notice, and (2) the Consultant agrees to indemnify and hold harmless the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents, and employees for the release of such information.

### **5. Indemnity**

To the furthest extent permitted by law, Consultant shall indemnify, keep and save harmless the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of San Francisco, and their respective directors, officers, agents and employees (collectively, the “Indemnified Parties”) against any and all suits, claims or actions related to the performance of the scope of work or the Project including, but not limited to, those arising out of any of the following:

- a. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of the Project or implementation of the Agreement between San Mateo County Transportation Authority and Town; or

- b. Any allegation that materials or services developed, provided or used for the Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party.

Consultant further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against any of the Indemnified Parties in any such action, Consultant shall, at its expense, satisfy and discharge the same.

This indemnification shall survive termination or expiration of the Agreement between San Mateo County Transportation Authority and Town.

## **6. Failure to Execute Contract**

If the Consultant to whom the award is made fails to enter into the contract, the award will be annulled and an award may be made to the next proposer who will fulfill every stipulation as if it were the party to whom the first award was made in the Town's discretion.

## **7. Declaration of Non-Collusion**

The proposing Consultant shall warrant and covenant that the proposal submitted is not made in the interest of, or on behalf of, any non-disclosed person, partnership, company, association, organization or corporation. Reasonable grounds for believing that a proposer has an interest in more than one proposal will cause rejection of all proposals in which the proposer is interested. Participants in such collusion may not be considered in future RFPs for the same or similar work. By submitting a signed proposal and the attached Non-Collusion Declaration form (see Form B in Attachment B, Proposal Forms), Consultant certifies that there has been no collusion with any other proposers.

## **8. Standard Agreement**

The selected Consultant will be required to enter into a Professional Services Agreement (Agreement) with Town of Colma, which is available in Attachment C, "Standard Form of Professional Services Agreement," of the RFP, provided that to the extent that such document contains provisions contrary to the remainder of this RFP such document shall be conformed to be consistent with the remainder of this RFP.

Consultants shall provide a statement in their submission that they are prepared to sign the Agreement unaltered should they be successful in being awarded the contract.

Consultants should familiarize themselves with this Agreement and indicate if they have any issues or needed changes to the form of the Agreement. If no objections are stated, Town will assume the proposer is prepared to sign the Agreement as-is. If an objection is not stated in the Proposal, such objection is, at Town's option, waived.

Upon acceptance of the proposal, the Town will prepare the Agreement and forward copies to the successful Consultant. The Consultant must arrange for signing by authorized representatives and promptly return the Agreement for execution by the Mayor or their designee.

## 9. Insurances

Consultant shall obtain and keep, for the duration of the project, Commercial General Liability, Automobile Liability, Employer's Liability, and Professional Liability Insurance in the amounts and pursuant to the requirements specified in the Professional Service Agreement in Attachment C and below. The Consultant is required to meet the insurance requirements set in the Funding Agreement dated April 29, 2024 between TA and Town ("Funding Agreement"), and the following requirements shall apply to Consultant and shall be construed to be no narrower than the requirements of the Funding Agreement:

Consultant shall furnish and maintain appropriate insurance covering the work being performed. The insurance requirements specified in this section will cover Consultant's own liability and any liability arising out of work or services of Consultant subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") working on the Project.

- a) Minimum Types and Scope of Insurance. Consultant is required to procure and maintain at its sole cost and expense insurance subject to the requirements set forth below. Such insurance will remain in full force and effect throughout the performance of the Agreement between TA and Town. All policies will be issued by insurers acceptable to the Town and TA (generally with a Best's Rating of A-10 or better). Consultant is also required to assess the risks associated with work to be performed by agents and to require that agents maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that its agent does not procure and maintain such insurance coverage, a Consultant is responsible for and assumes any and all costs and expenses that may be incurred in securing said coverage or in fulfilling the Consultant's indemnity obligations as to itself or any of its agents in the absence of coverage. Consultant may self-insure against the risks associated with the Scope of Work, but in such case, waive subrogation in favor of the TA respecting any and all claims that may arise.
  - i. Workers' Compensation and Employer's Liability Insurance. Worker's Compensation coverage must meet statutory limits and Employer's Liability Insurance must have minimum limits of \$1,000,000. Insurance must include a Waiver of Subrogation in favor of the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees.
  - ii. Commercial General Liability Insurance. The limit for Commercial General Liability Insurance in each contract and subcontract cannot be less than \$1,000,000. Commercial General Liability Insurance must be primary to any other insurance, name Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees as Additional Insured, include a Separation of Interests endorsement and include a Waiver of Subrogation in favor of Town, San Mateo County Transportation Authority, the State

of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees.

- iii. Business Automobile Liability Insurance. The limit for Business Automobile Liability Insurance in each contract and subcontract cannot be less than \$1,000,000. Insurance must cover all owned, non-owned and hired autos, and include a Waiver of Subrogation in favor of Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees.
  - iv. Property Insurance. Property Insurance must cover an Entity's and/or Agent's own equipment as well as any materials to be installed. Property Insurance must include a Waiver of Subrogation in favor of the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees.
  - v. Professional Liability Insurance. Professional liability insurance that covers each Consultant's professional work on the Project. The limit for Professional Liability Insurance shall not be less than \$1,000,000.
- b) Excess or Umbrella Coverage. Consultant may opt to procure excess or umbrella coverage to meet the above requirements, but in such case, these policies must also satisfy all specified endorsements and stipulations for the underlying coverages and include provisions that the policy holder's insurance is to be primary without any right of contribution from the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees.
- c) Deductibles and Retentions. Sponsor must ensure that deductibles or retentions on any of the above insurance policies are paid without right of contribution from Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees. Deductible and retention provisions cannot contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.

In the event that any policy contains a deductible or self-insured retention, and in the event that the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees seek coverage under such policy as an additional insured, Consultant shall ensure that the policy holder satisfies such deductible to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Consultant, even if neither the Entity nor

Agents are named defendants in the lawsuit.

- d) Claims Made Coverage. If any insurance specified above is provided on a claim-made basis, then in addition to coverage requirements above, such policy must provide that:
- i. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
  - ii. Entity will make every effort to maintain similar insurance for at least three (3) years following Project completion, including the requirement of adding all additional insureds.
  - iii. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.  
Policy allows for reporting of circumstances or incidents that might give rise to future claims.
  - iv. Failure to Procure Adequate Insurance. Failure by Consultant to procure sufficient insurance under this Agreement does not excuse Consultant from meeting all obligations to indemnify, defend, and hold harmless generally or any of the remainder of this Agreement.

Prior to beginning work under this Agreement, Consultant must obtain, and produce upon request of the Town, satisfactory evidence of compliance with the insurance requirements of this section.

**END OF SECTION**

## **SECTION V – PROPOSAL EVALUATION AND SELECTION PROCESS**

### **1. Evaluation Process**

All proposals will be evaluated and scored by a Town Selection Committee (Committee). The Committee may be composed of the Town of Colma and City of South San Francisco Staff, San Mateo County Transportation Authority, Caltrans, and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Town Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the Town' requirements as set forth in this RFP.

The selection process will include oral interviews and presentations. The Consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only cost proposals from the most qualified Consultants will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process and will be held for Consultant pick-up at the delivery location. Upon acceptance of a cost proposal and successful contract negotiations, the Committee will recommend a contract be awarded.

### **2. Evaluation Criteria**

Proposals will be evaluated according to the Town's Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal.

A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The maximum score for any proposal is five (5) points.

<b>Rating Scale</b>		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement, this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.

2	Fair	Has a reasonable probability of success, however, some objectives may not have been met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by the Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score*
1	Completeness of Response to RFP	N/A	Pass/Fail	Pass/Fail
2	Declaration of Non-Collusion	N/A	Pass/Fail	Pass/Fail
3	Qualifications & Experience		25%	
4	Organization & Approach		20%	
5	Scope of Services to be Provided		15%	
6	Schedule of Work		10%	
7	References		5%	
8	Oral Interview and Presentation		25%	
<b>Total:</b>			100%	

*Scoring: Weight x Rating (per scale from 0 – 5) = Points Total*

### 3. Completeness of Response to the RFP (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda, if any, and do not



address each of the items listed in Section III, "Proposal Requirements", will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

#### **4. Declaration of Non-Collusion (Pass/Fail)**

- b. Non-Collusion Declaration is material to any contract awarded pursuant to this Proposal.
- c. Non-collusion Declaration must be executed by the member, officer, or employee of the Proposer who makes the final decision on prices and the amount quoted in the proposal.
- d. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents and an affidavit must be submitted separately on behalf of each party to the joint venture.
- e. Failure to file a Declaration in compliance with these instructions will result in disqualification of the proposal.

#### **5. Qualifications and Experience (25 points)**

- f. Relevant experience, specific qualifications, and technical expertise of the Consultant and sub-Consultants to perform Project Approval and Environmental Documentation services.
- g. Experience working with the relevant local, state, and federal agencies on environmental permitting and approvals.
- h. A strong track record of public outreach and stakeholder engagement, including outreach to disadvantaged communities.
- i. Experience delivering similar projects using Caltrans Project Development Procedures Manual (PDPM).

#### **6. Organization and Approach (20 points)**

- j. Describes familiarity of the project and demonstrates understanding of work and project objectives.
- k. Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of the project team.
  - ii. Overall organization of the team is relevant to project needs.
- l. Project and Management Approach
  - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
  - ii. Team successfully addresses project planning and programming efforts.
  - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- m. Roles of Key Individuals on the Team
  - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.



- ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- n. Working Relationship with the Public Agencies and Caltrans
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Team leadership understands the nature of public sector work and its decision-making process.
  - iii. A proven track record of working collaboratively with Caltrans on similar PA&ED projects. This demonstrates an understanding of Caltrans' specific requirements, timelines, and approval processes.

## **7. Scope of Work (15 points)**

- o. Detailed Scope of Services to be provided
  - i. Proposed scope of services is appropriate for all phases of the work.
  - ii. Scope addresses all known project needs and appears achievable in timeframes to be set forth in the Project Schedule.
- p. Project Deliverables
  - i. Deliverables are appropriate to schedule and scope set forth in above requirements.

## **8. Project Schedule (10 points)**

- q. Schedule shows completion of the work and serves as a project timeline, stating all major milestones, critical paths and required submittals, workshops and presentations in compliance with Town's requirements.
- r. The schedule addresses all known phases of the project, in accordance with the scope of work and general requirements of the RFP.

## **9. References (5 points)**

- s. Provide the names and contact information of minimum three (3) agencies you currently or have previously completed projects for the past three (3) years. Include a brief description of each project associated with the reference.

## **10. Oral Interview and Presentation (25 points)**

- t. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.
- u. Responses to various Committee questions raised during the interview.

**END OF SECTION**

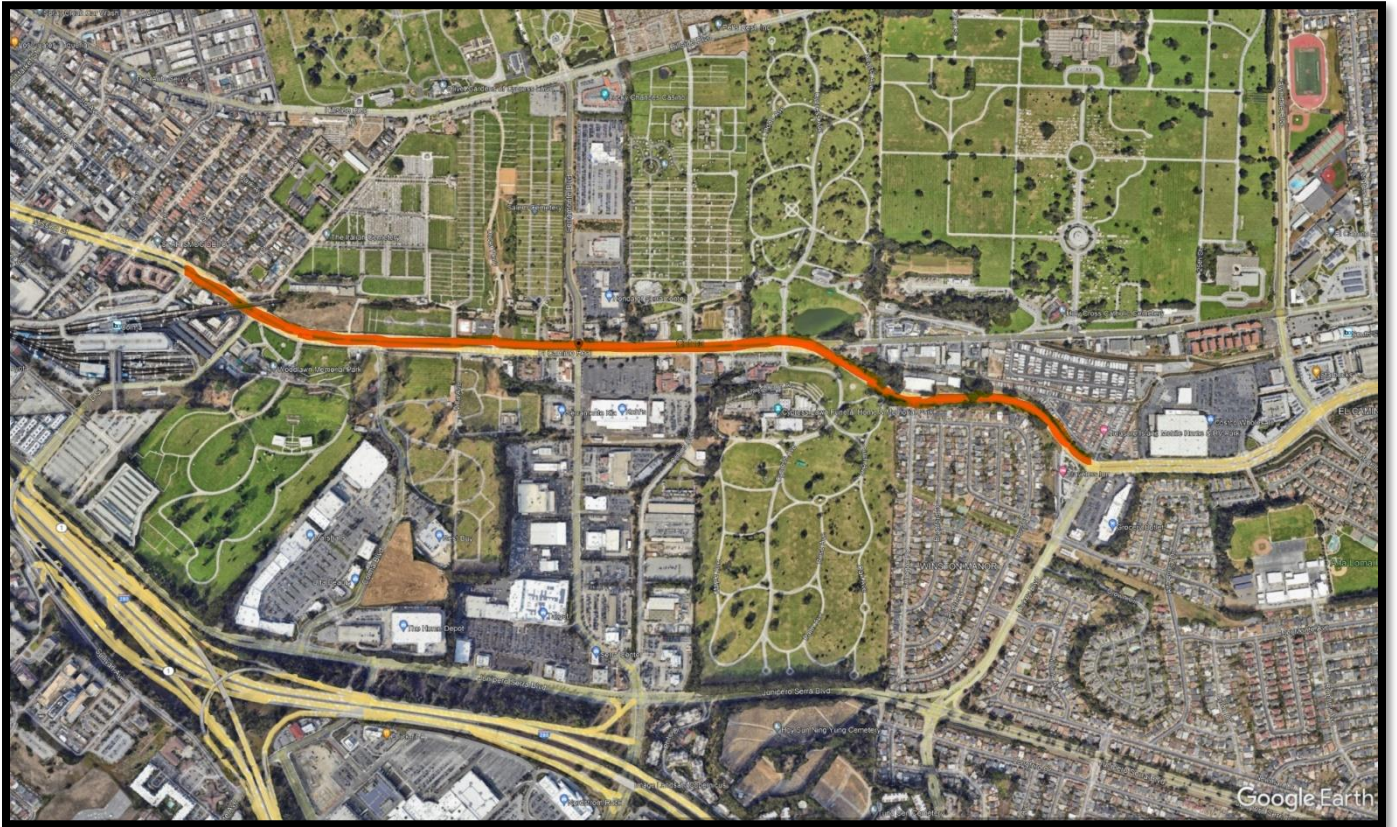
**ATTCHMENT A**  
**PROJECT LOCATION MAPS**



## VICINITY MAP

## TOWN OF COLMA

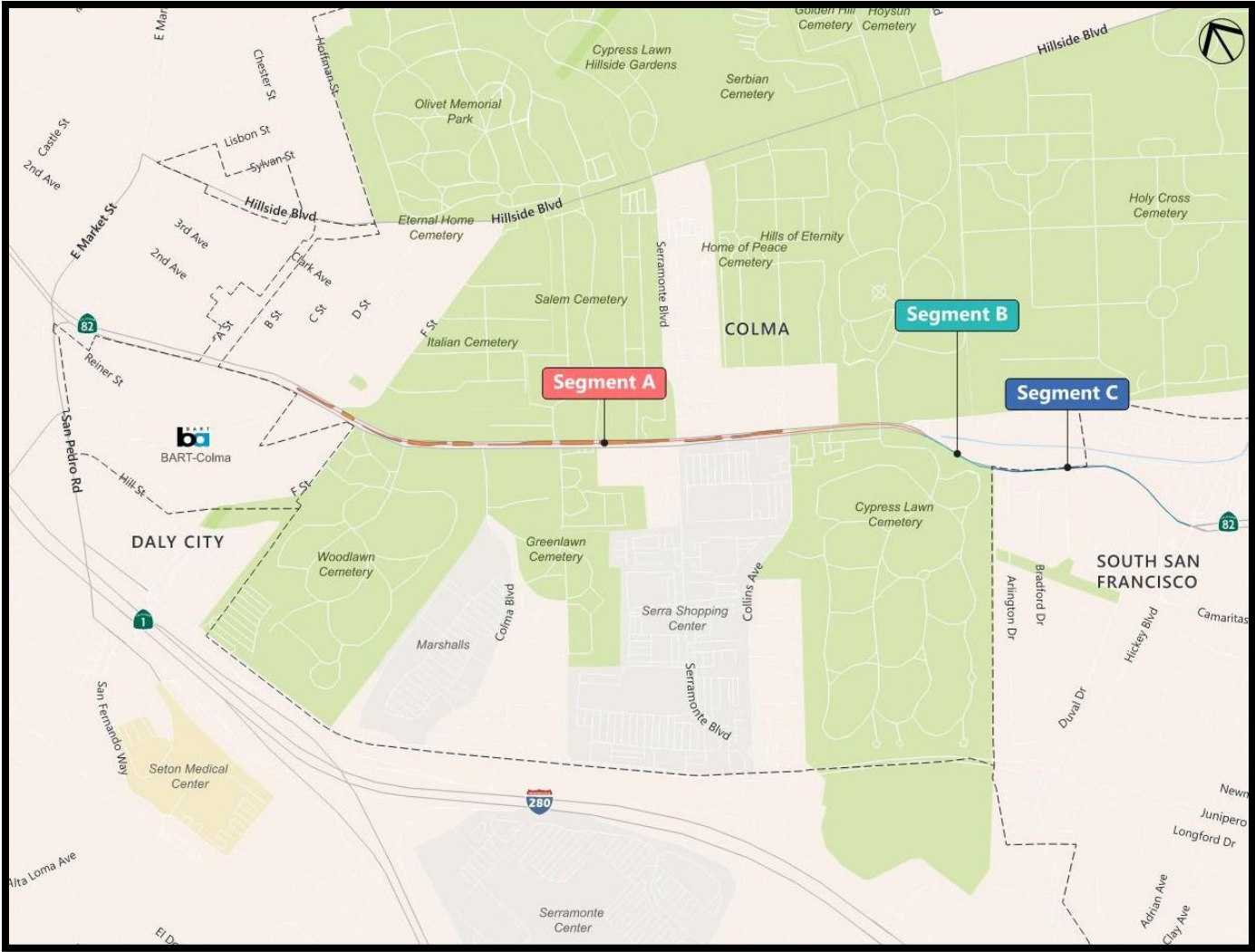
### El Camino Real (State Route 82)



### PROJECT LOCATION MAP



# EL CAMINO REAL BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT



**STUDY AREA (Segments A, B, and C)**

**ATTACHMENT B**  
**PROPOSAL FORMS**

Form A – Addendum Acknowledgment

Form B – Non-Collusion Declaration

Form C – Certification of Non-Discrimination

Form D – Statement of Convictions

Form E – Previous Disqualifications

Form F – Certification of Worker’s Compensation Insurance

Form G – Certification of Prevailing Wage Rates and Records

Form H – Equal Employment Opportunity Certification

**FORM A: ADDENDUM ACKNOWLEDGMENT**

WE HEREBY ACKNOWLEDGE ADDENDUM NOS.\_\_\_\_, \_\_\_\_ &\_\_\_\_, AND HAVE REFLECTED THESE CHANGES IN OUR PROPOSAL.

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PROPOSER'S SIGNATURE

**FORM B: NON-COLLUSION DECLARATION**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that the Consultant is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from submitting proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Business Address

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Notary Public in and for the County of

\_\_\_\_\_, State of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20



**FORM C: CERTIFICATE OF NON-DISCRIMINATION**

On behalf of the proposer making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

---

PROPOSER'S SIGNATURE

**FORM D: STATEMENT OF CONVICTIONS**

"I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against me within the past two years because of failure to comply with an order of a Federal Court to comply with an order of the National Labor Relations Board."

---

PROPOSER'S SIGNATURE

**FORM E: PREVIOUS DISQUALIFICATIONS**

"I hereby swear, under penalty of perjury, that the below indicated proposer, any officer of such proposer, or any employee of such proposer who has a proprietary interest in such proposer, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

---

PROPOSER'S SIGNATURE

**FORM F: CERTIFICATION OF WORKER'S COMPENSATION INSURANCE**

By my signature hereunder, as CONSULTANT, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

---

PROPOSER'S SIGNATURE

**FORM G: CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS**

By my signature hereunder, as an authorized representative of the company listed below, I certify that I am aware of the provisions of Section 1773 of the Labor Code which requires the payment of prevailing wage on public projects. I further certify that the company and any subcontractors under it shall comply, to the extent applicable, with all requirements of state prevailing wage law, including requirements pertaining to apprenticeship standards, payment of prevailing wage, contractor registration, certified payroll records, labor compliance oversight and hours of work. I understand and agree that it is the company's responsibility to ensure compliance by it and any and all subcontractors performing work on the Project with the foregoing prevailing wage requirements.

\_\_\_\_\_  
PROPOSER'S SIGNATURE

Company Name \_\_\_\_\_

Signed by (printed) \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**FORM H: EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The \_\_\_\_\_ proposed Consultant  
\_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not  
\_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as  
required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint  
Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government  
contracting or administering agency, or the former President's Committee on Equal Employment  
Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
PROPOSER'S SIGNATURE

## **ATTACHMENT C**

### **Standard Form of Professional Services Agreement**

**TOWN OF COLMA  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Colma, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1198 El Camino Real, Colma, CA 94014 (“Town”), and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (hereinafter referred to as “Consultant”). Town and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. Town is a public agency of the State of California and is in need of professional services for the following project:

El Camino Real Bicycle and Pedestrian Improvement Project, Project Approval and Environmental Document (PA&ED)  
(hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Town to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the Town with the services described in the Scope of Services attached hereto as Exhibit “A.” **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the Town shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.” **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$\_\_\_\_\_ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the Town will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.



If changes in the work seem merited by Consultant or the Town, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Town by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Town and executed by both Parties before performance of such services, or the Town will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Town.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Town to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither Town nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Town, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Town, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of Town. No employee or agent of Consultant shall become an employee of Town. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Town as herein provided.

11. Insurance. Consultant shall not commence work for the Town until it has provided evidence satisfactory to the Town it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Town, and provided that such deductibles shall not apply to the Town as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees additional insured status.

(iv) Subject to written approval by the Town, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Town as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Town and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Town evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Town at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant

shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Town at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Town or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Town, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Town and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Town, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Town, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise

assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Town has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Town will be promptly reimbursed by Consultant or Town will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Town may cancel this Agreement.

(iii) The Town may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, nor any of their and their respective directors, officers, agents and employees shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Town that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Town as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Town may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the Town), indemnify and hold the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

**[Delete the following provision and renumber all further provisions, if not applicable.]**

15. Town Material Requirements.

Consultant is hereby made aware of the Town's requirements regarding materials, as set forth in **[Insert the name of the document that contains the Town's standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

17. Termination or Abandonment

a. Town has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Town shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Town shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Town and Consultant of the portion of such task completed but not paid prior to said termination. Town shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Town only in the event of substantial failure by Town to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Town.

19. Organization

Consultant shall assign [redacted] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Town.

20. Limitation of Agreement.



This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

TOWN:

Town of Colma  
1198 El Camino Real  
Colma, CA 94014

CONSULTANT:

\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*

Attn: \*\*\*INSERT NAME & DEPARTMENT\*\*\*

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Town and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However,

Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Town. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

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

29. Town's Right to Employ Other Consultants

Town reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. RFP

The REQUEST FOR PROPOSALS for El Camino Real Bicycle and Pedestrian Improvement Project, Project Approval & Environmental Document (PA&ED) issued May 20, 2024, as modified by all addenda issued by the Town pursuant thereto, is incorporated herein by reference as if fully set forth herein.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF COLMA  
AND **\*\*\*INSERT NAME\*\*\*****

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TOWN OF COLMA

**[INSERT NAME OF CONSULTANT]**

By: \_\_\_\_\_  
**[INSERT NAME]**  
**[INSERT TITLE]**

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

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

EXHIBIT A  
Scope of Services

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice Town on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform Town regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C  
Activity Schedule