



TOWN OF COLMA

REQUEST FOR PROPOSALS

Colma Systemic Safety Analysis Report (SSAR)

Date Released: June 26, 2017

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

Proposals Must be Received by 2:00 p.m. on July 27, 2017

**REQUEST FOR PROPOSALS
FOR
COLMA SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)**

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TOWN OF COLMA
COLMA SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)

SECTION I - GENERAL INFORMATION

1. INTRODUCTION

The Town of Colma (Town) is seeking proposals from qualified Consultants and teams (Consultant) to provide consulting services to develop a Systemic Safety Analysis Report (SSAR). Proposals should include information demonstrating Consultant's experience in conducting similar projects. Consultant must also demonstrate experience in community outreach processes utilizing public involvement in the development of the SSAR.

The goal of Systemic Analysis Report Program (SSARP) is to evaluate the roadway networks utilizing a proactive safety approach to prepare a Safety Road Plan that will provide the basis to identify high Benefit/Cost ratio safety projects that are eligible for Highway Safety Improvement Program (HSIP) funds and other safety funding programs.

The SSAR will evaluate a number of major arterials and collectors within the Town's roadway network including the following:

- El Camino Real (State Highway 82),
- Junipero Serra Boulevard,
- Hillside Boulevard,
- Mission Road,
- Serramonte Boulevard,
- Collins Avenue,
- Colma Boulevard,
- Lawndale Boulevard, and
- F Street

2. BACKGROUND

The roadway network within Colma is structured around State Highway 82 (El Camino Real) and Interstate Highway I-280 (Junipero Serra Freeway) which carries traffic into and out of Town. The internal street system consists of arterials, collectors and local streets. The amount of traffic affecting these roadways is anticipated to increase continuously as a result of the proposed developments in Colma and in the surrounding areas. The Town will take necessary measures in determining the best course of actions to improve the safety for vehicle users, pedestrians, and bicyclists.

The Town applied for funding to develop SSAR for its major roadway network (See Colma SSARP Application in Attachment A). The SSAR will emphasize the eligibility of systemic safety improvement projects to reduce the potential for traffic-related fatalities and serious injuries on all major public roads.

Through this Request for Proposal (RFP), the Town is seeking a qualified Consultant to perform an in-depth analysis of the compiled collision data sets using a systemic safety analysis approach to identify crash trends, causes of fatalities and severe injuries. This proactive safety approach will focus on evaluating a roadway network and identifying potential low-cost countermeasures that, if implemented, should reduce the number of fatalities and injuries occurring in the Town.

More information about the SSARP can be found on California Department of Transportation (Caltrans) SSARP Guidelines in Attachment B of this RFP.

3. INSTRUCTIONS TO PROPOSERS

This RFP seeks proposals from interested and qualified Consultants to prepare a Systemic Safety Analysis Report (SSAR). Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and facilities.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant team for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Section V, "Proposal Evaluation and Selection Process", of this RFP.

A pre-proposal conference is scheduled on **Thursday, July 13, 2017, at 2:00pm** in Colma Community Center, 1520 Hillside Blvd, 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. 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 **2:00 P.M., Tuesday, July 18, 2017** 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
Fax: (650)757-8890
Attention: Abdulkader Hashem
Email: abdulkader.hashem@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 four (4) 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", of this RFP. The proposal packages, including hard copies of the proposal, the cost proposal and the USB Flash Drive containing the electronic proposal, shall be delivered to Town of Colma no later than **2:00 P.M. Pacific Standard Time (PST), Thursday, July 27, 2017**. The proposal package shall be submitted as a sealed package clearly marked "**Colma Systemic Safety Analysis Report Project**" 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:

TENTATIVE PROJECT SCHEDULE

EVENT	ESTIMATED DATE
RFP Release Date	June 26, 2017
Pre-Proposal Meeting (non-mandatory)	July 13, 2017
Deadline to Submit Written Questions	July 18, 2017
Release of Responses to Written Questions	July 21, 2017
Proposal Submission Due – 2:00 p.m.	July 27, 2017
Interviews with Highest Ranked Proposers	Week of August 14, 2017
Consultant Selection	By August 31, 2017
Contract Start Date	October 2017
Anticipated Project Complete Date	March 30, 2018

SECTION II – SCOPE OF WORK

1. PROJECT SCOPE

The Systemic Safety Analysis Report (SSAR) will provide the basis for systemic implementation of safety measures across the entire jurisdiction. The SSAR should be a document that identifies several proactive safety measures, based on the current crash trends, which will improve the overall safety for roadway users. The Consultant will develop a prioritized list of proposed safety improvements and activities for the entire roadway network based on high risk roadway characteristics.

The primary objectives of the completed SSAR are to:

1. Analyze crash data to determine crash patterns by location, type of crash, roadway/intersection types, roadway characteristics, types of road users, and any circumstance of the crash which would lead to potential countermeasure identification. In addition, analyze roadway characteristics to determine the risk factors associated with nominal safety design to aid in potential countermeasure identification and strategies.
2. Develop a listing of potential countermeasures based on safety issues through systemic analysis and discussions with Town staff, City Council, and key stakeholders. Participants in these discussions should include, but not be limited to, representatives of 4 E's of roadway safety: Engineering, Education, Enforcement and Emergency Medical Services.
3. Develop Colma Traffic Safety Plan as a final product of Systemic Safety Analysis Report. This document will summarize the existing conditions, list safety projects in a prioritized manner by location, and recommend strategies for improving safety throughout the Town, identified as having a high potential for crashes.
4. Develop detailed scope for priority projects to apply for HSIP Cycle funds. The scope will include vicinity/location map, preliminary engineering design, countermeasures being applied, crash data and diagrams, benefits summary, Benefit/Cost ratio calculations and project narrative.

2. DETAILED WORK PLAN

Listed below are the specific tasks that will be expected from the Consultant. A detailed description of each task is provided in this section of the RFP. The Consultant should review the details associated with the specific tasks and propose their approach for delivering on each of these items. The timeframe for delivering this project is approximately **six (6) months**. The Consultant is encouraged to provide input on

specific items that they believe may be delivered more effectively than proposed in the task listing:

- Task 1 – Project Management
- Task 2 – Document Review
- Task 3 – Data Collection
- Task 4 – Data Analysis
- Task 5 – Countermeasure Selection and Stakeholder Workshop
- Task 6 – Receive consensus from the City Council
- Task 7 – Develop Safety Projects
- Task 8 – Draft Systemic Safety Analysis Report
- Task 9 – Preliminary Engineering Design (30% Design Plans)
- Task 10 – Final Systemic Safety Analysis Report
- Task 11 (Optional) – Prepare Sample HSIP Application

Task 1 – Project Management

The Consultant shall be fully responsible for day-to-day operations of this contract. The primary work tasks required from the Consultant include, without limitation, timely submission of contract documents (i.e. project budget, detailed project schedule in Microsoft Project format showing duration and milestone of each task and subtask, etc.).

The Consultant should also include any efforts to coordinate this project with the Town staff and attend project meetings. The purpose of the progress meetings is to assess the process being used and the results being generated, and identify opportunities for improvement prior to next project task. A total of six (6) progress meetings are anticipated. The Consultant will provide draft and final meeting agendas and minutes for the progress meetings.

The Consultant will also develop and lead two (2) stakeholder workshops and attend two (2) City Council meetings as described in Tasks 5, 6, 7 and 8 in this section of the RFP.

Deliverables – Finalized Project Budget, Detailed Project Schedule in Microsoft Project Format, and Progress Meeting Agendas and Minutes.

Task 2 – Document Review

The Consultant will conduct search and review of currently available documents regarding the transportation system, and traffic safety analysis within the Town and adjacent jurisdictions. Listed below are currently available documents that should be examined by the Consultant. If there are other local and regional documents that are brought forward by the Town or other jurisdictions adjacent to the Town, they should be reviewed as part of the SSAR development.

- I. Review the current California Strategic Highway Safety Plan (SHSP) as it may apply to the Town.

- II. Review and report possible safety research or applications of information which could be valuable to this effort.
- III. Review the Town's Capital Improvement Program, San Mateo County Comprehensive Bicycle and Pedestrian Plan (2011), Colma General Plan - Circulation Element (2014), Town's Complete Streets Policies, applicable Engineering Design Standard, or any other documents which may impact the recommendations of the SSAR.
- IV. Review the Town's existing safety related policies and practices that are considered safety countermeasures.

Deliverables –Summary of document review highlighting current “note-worthy practices” and summarizing suggested methodology for the project.

Task 3 – Data Collection

For an effective and proactive analysis of the Town's roadway network, the Consultant will collect a wide range of data to get an overall picture of the safety needs. A number of information sources can be accessed to get a clearer picture of the safety issues on the roadway network, however the primary data element of interest is the roadway data and crashes associated with the motorized and/or non-motorized road users. The following is a list of data that should be collected at a minimum by the Consultant:

- I. Recent crash data should be obtained utilizing the Statewide Integrated Traffic Records System (SWITRS), UC Berkeley's Transportation Injury Mapping System (TIMS), and local Police Department collision data. The most recent set of at least 5-year crash data should be used for analysis in developing the SSAR.
- II. Roadway data should be collected to obtain information about the existing roadway segments and/or intersections for identifying potential risk factors. It will be necessary to determine various roadway characteristics which can be combined with crash data to help identifying appropriate locations and treatments. Roadway information should include, but is not limited to, classification, types of users, pavement surface condition, travel lane, median and shoulder type and width, presence of driveways, intersection control, traffic volume, and degree of curve and location. The existing roadway infrastructure should be evaluated by the Consultant for compliance with the minimum safety standards for traffic control devices on all public streets (signs, breakaway support, signals, pavement marking, protective barriers, etc.) using the latest version of California Manual on Uniform Traffic Control Devices (CA-MUTCD), Caltrans Highway Design Manual, Caltrans Standard Plans and other applicable standards. In addition, geometric standards should be evaluated by the Consultant as they relate to sight distance, curve radius, and intersection skew angle and roadway standards for lane width, shoulder width, clear recovery zone, and super-elevation, etc.

- III. Maps, tables or lists of locations in which low-cost systemic countermeasures have already been deployed. This data should include: location, type of treatment, date of installation, current status, any evaluation which has been done and any improvement already programmed but not implemented yet.
- IV. Traffic count data at up to twelve (12) selected locations should be collected by the Consultant. The Consultant should conduct traffic count to obtain existing vehicular traffic volume (Average Daily Traffic - ADT) for the major roadway network, with the consideration of the new proposed developments within the Town. Road classification, speed and volume (machine counts) should be collected for seven (7) consecutive days for twenty-four (24) hours with fifteen (15) minute increment approach counts. Turning movement traffic count should be conducted later for the top six (6) identified high-risk locations. It will be the responsibility of the Consultant to decide on number of traffic count stations and locations.

Deliverables - Summary data including crash data collected through SWITRS, TIMS and Police Department, roadway characteristics for locations being considered for safety improvements, and traffic count report with the following information, but not limited to: station identification number; road number; direction and lane; weather condition; and date shall be included in an appendix to the final report.

Task 4 – Data Analysis

The Consultant will utilize crash data to identify locations and/or corridors that have a high potential for collisions, conduct an analysis that can produce predominant roadway crash types, and identify roadway features that may have caused collisions to occur. The Consultant will begin the analysis by verifying that the Priority Areas in the SHSP are applicable to the Town, in addition to other local priorities if applicable as follows:

- I. Crash data will be analyzed to determine which Safety Areas (from the SHSP) are of greatest priority.
- II. Crash data will be analyzed to determine if other local priorities exist not currently identified on the SHSP.
- III. Roadway characteristics will be analyzed to determine the risk factors associated with nominal safety design. Based upon the issues identified, a list of potential high-risk locations will be developed through the systemic safety approach.

Analysis should include, but not limited to:

- 1. Common collision types on similar type of roadway,
- 2. Collision experience at controlled crossing and uncontrolled crossing,
- 3. Collision trend comparison in different areas,
- 4. Summary of issues and problems based on collision analysis, and

5. Deficiencies of infrastructures, roadways or traffic control devices.

Consultant will prepare a summary of the results from the data analysis. A brief meeting with Town staff is expected to review the results and determine the safety issues associated with the existing improvements.

Deliverables - Summary of data analysis results, with list of candidate locations with high potential for crashes, should be included in the final report.

Task 5 – Countermeasure Selection and Stakeholder Workshop

Based on types of crashes identified, roadway design and conditions, Consultant will suggest the appropriate low-cost countermeasures for improving safety performance at identified locations with high potential for collisions, using the Crash Reduction Factors (CRM) provided in the Local Roadway Safety Manual (LRSM) to identify potential low-cost systemic countermeasures that mitigate the Town's primary crash types trend.

The Consultant will focus on developing and leading a formal workshop to gather input from the stakeholders regarding the locations with safety issues and what potential countermeasures should be considered for improvement. The workshop will be primarily focused on sharing information about the process of the systemic approach, and discussing and prioritizing safety countermeasures. The Consultant will prepare PowerPoint presentations as well as other exhibits and supporting materials meeting the objectives of the workshop. There may be opportunities for inclusion of additional countermeasures or the deletion of suggested countermeasures that are considered infeasible.

Based on the analysis and feedback from the workshop, the Consultant will recommend a set of appropriate countermeasures that were generated from the systemic analysis and stakeholder input. The primary focus of this task is the development of a prioritized list of engineering countermeasures that will be the basis for safety improvement projects developed within the final report. However, any education, engineering, enforcement and emergency medical services countermeasures supported by the stakeholder input should be documented and included within the final report. This provides a basis for non-engineering projects to be developed for implementation through a separate effort external to this scope of work should the Town or State choose to pursue this option at a later date.

For the purpose of responding to this RFP, the Consultant can assume that two (2) stakeholder workshops will be required - one workshop will be held during countermeasure selection (task 5), and another workshop during the finalization of the project prioritization process (task 7).

Deliverables – A Summary indicating the prioritized listing of traffic safety countermeasures. Town staff shall approve the listing of potential countermeasures to

ensure that they are commensurate with the intent of the Town's Traffic Safety Plan to be included in the final report. PowerPoint presentation should provide overall framework for roadway safety planning, inform stakeholders on systemic analysis and potential safety countermeasures and strategies. The workshop attendees and a summary of the minutes of the workshop including local safety issues and concerns should be included in a memo format within the final report.

Task 6 – Receive Consensus from the City Council

Based on the analysis and feedback from the stakeholder workshop, the Consultant will work with Town staff to compile the stakeholder input and provide suggested treatment for each location, or suggest an alternative treatment for consideration.

This information will then be presented to the City Council including lists of locations identified as having a high potential risk for collisions, along with the suggested countermeasures for treatments. Council members will have an opportunity to provide their observations on the existing conditions, stakeholder input received and to make recommendations on the types of improvements that they feel would be most appropriate to the Town.

Deliverables - Refinements of the PowerPoint presentation given at the stockholder meeting including overall framework for roadway safety planning, local issues and concerns, stakeholders input, crash data analysis, and potential countermeasures. Attend City Council Meeting; Preparation of agenda, minutes and compilation of comments from the meeting, and refinement of list of the prioritized countermeasures.

Task 7 – Develop Safety Projects

Based on the analysis and feedback from the City Council and stakeholders, the Consultant will screen the potential low-cost countermeasures by performing a Benefit/Cost analysis of various countermeasures, and then develop a list of high-priority safety improvement projects for implementation based on the calculated Benefit/Cost ratios. The list should clearly identify projects that are eligible for Highway Safety Improvement Program (HSIP) funding or other safety fund. The Consultant will work with the Town staff, and when appropriate, meet with the stakeholders in a second workshop during the project prioritization process to determine the most appropriate projects for further consideration. The methodology for calculating Benefit/Cost ratios for each project should be documented and included in the final report.

Deliverables – A summary detailing prioritized safety projects. It should clearly identify the location (beginning and ending points) of each project, types of safety improvements and Benefit/Cost ratio for each project. Additionally, the methodology for how the projects were selected and prioritized should clearly be identified. This summary should be included in the final report, and supplemented with a table or similar method detailing the financial aspects of implementation, including, but not limited to, estimated total

project cost, construction by year; expected funding sources and amount for each project.

Task 8 – Draft Systemic Safety Analysis Report

The Consultant will present the study to City Council and prepare draft Systemic Safety Analysis Report. The Consultant will present the findings and analysis results from the study to the City Council and gather input from the Council members. PowerPoint presentation and exhibits provided by the Consultant will be utilized during the meetings. The report should include vicinity/location map, crash characteristics, data gathering, data analysis, countermeasures being applied, benefit summary, Benefit/Cost ratio calculations and recommended safety projects identified during this study.

In accordance with Caltrans SSARP Guidelines (see Attachment B), the Systemic Safety Analysis Report must fulfil reporting requirements and include the following sections:

1. Executive Summary,
2. Engineer's Seal,
3. Statement of Protection of Data from Discovery and Admissions,
4. Safety Data Utilized (Crash, Volume, Roadway),
5. Data Analysis Techniques and Results,
6. Highest Occurring Crash Types,
7. High-Risk Corridors and Intersections (Crash History and Roadway Characteristics),
8. Countermeasures Identified to Address the Safety Issues,
9. Viable Project Scopes and Prioritized List of Safety Projects, and
10. Attachments and Supporting Documentation.

The Consultant is encouraged to propose additional tasks and activities if they will improve the results of the project.

Deliverables – PowerPoint presentation should provide overall process of traffic safety and crash data analysis, local issues and concerns, selection and prioritization of countermeasures, Benefit/Cost ratios, and recommended projects. Five (5) hard copies and electronic copies of the Draft SSAR will be provided to the Town.

Task 9 – Preliminary Engineering Design (30% Design Plans)

The Consultant will perform preliminary engineering design of the selected projects for up to five (5) locations based on the priority list of locations and recommended countermeasures provided by the Consultant and consented by the City Council. The Consultant will then prepare 30% engineering design level layout plans at a convenient scale, with aerial photos as background, showing the preliminary design of recommended improvements. The Consultant will coordinate with Town staff to determine the format and setup of plan sheets. The Consultant will generate total project

cost estimates of the recommended improvements at 30% engineering design level for each selected project.

Deliverables – Five (5) hard copies and electronic copies of the 30% engineering design level layout plans in PDF and AutoCAD formats and total project cost estimates including, but not limited to, right of way acquisitions, environmental review, engineering design and construction costs in Excel format.

Task 10 – Final Systemic Safety Analysis Report

The Consultant will finalize the Systemic Safety Analysis Report based on the comments received from the City Council and stakeholders, outlining the recommended safety improvements based on the prioritized list of projects. The compiled report will be considered a Colma Road Safety Plan that details and prioritizes projects, which will be proposed when the Town applies for Highway Safety Improvement Program (HSIP) funds and other safety funding programs. The detailed information will include vicinity/location map, countermeasures being applied, crash data and diagrams, benefit summary, Benefit/Cost ratio calculations, project narrative, recommended projects and preliminary engineering design (30% design plans) for the top five prioritized projects identified during this systemic planning process.

The Consultant will be expected to develop a final report that meets the needs of the Town while supporting the principles established by the SHSP and the associated data analysis conducted under the SSAR. The final report will include responses to comments received from Town staff, stakeholders, Council members, Caltrans and the public. The report shall be prepared in a manner that should be easily understood by all stakeholders. The report should also document the individuals who participated in the development of the SSAR.

Deliverables – Five (5) hard copies and electronic copies of the final report for review and record. The final report must fulfill the reporting requirements for Caltrans SSAR Program for Safety Plan and include sections which are described in the Reporting Requirements section below.

Task 11 (Optional) – Prepare Sample HSIP Application

The Consultant will organize a training workshop to demonstrate the Town staff on how to prepare an HSIP grant application. The Consultant will also utilize the most current available HSIP guidelines and prepare a sample HSIP grant application form for one of the prioritized projects, as recommended on the final Systemic Safety Analysis Report. This sample application will serve as an example for the Town staff when applying for future HSIP grants.

Deliverables – One copy of sample HSIP grant application in Word document. One training workshop to demonstrate Town staff on how to prepare future HSIP grant applications using the most current available HSIP guidelines and grant application form.

REPORTING REQUIREMENTS

The SSAR must identify and prioritize future safety projects. If no safety projects are identified, reasons must be documented within the SSAR. The following sections must also be included, at the minimum, in the final report:

1. EXECUTIVE SUMMARY

This section should include Town's objectives and focus for the SSAR and a brief summary of the major results. Include discussion on what methodologies were used to limit the data analysis and studies to stay within the funding limits. Other high-level discussions may include crash trends, corridors identified, countermeasures considered, conceptual projects identified, Benefit/Cost ratios for the projects, and other pertinent information.

2. ENGINEER'S SEAL

Chapter 7; Article 3; Section 6735 of the Professional Engineer's Act of the State of California requires engineering calculation(s) or report(s) be either prepared by or under the responsible charge of a licensed civil engineer. Analysis must be completed under this provision and the SSAR must be signed by the local agency transportation manager and signed/stamped by a licensed civil engineer.

The engineer's signature must be accompanied by a statement similar to the following:

By signing and stamping this Systemic Safety Analysis Report, the engineer is attesting to this report's technical information and engineering data upon which local agency's recommendations, conclusions and decisions are made.

3. STATEMENT OF PROTECTION OF DATA FROM DISCOVERY AND ADMISSIONS

It is recommended that Consultant include the following language in the SSAR which is from Section 148 of Title 23, United States Code [23 U.S.C. §148(h) (4)] about reports prepared under State's Strategic Highway Safety Plan and HSIP:

REPORTS DISCOVERY AND ADMISSION INTO EVIDENCE OF CERTAIN REPORTS, SURVEYS AND INFORMATION – Notwithstanding any other provisions of law, reports, surveys, schedules, lists or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location identified or addressed in the reports, surveys, schedules, lists or other data.

4. SAFETY DATA UTILIZED (CRASH, VOLUME, ROADWAY)

The Consultant is required to analyze at least three (3) years of the most current crash data. Crash data from the Town's crash database, the California I-SWITRS database, or UC Berkeley Transportation Injury Mapping (TIMS) are recommended.

The Consultant should consider the guidance in Section 2 of the Local Roadway Safety Manual (LRSM) to complete this section of the SSAR.

5. DATA ANALYSIS TECHNIQUES AND RESULTS

Crash trends and crash concentrations should be analyzed based on overall numbers, identifying the leading causes of fatalities and severe injuries. In addition, Consultant is encouraged to identify crashes on a 'rate' basis and compare the results of numbers vs rates. As part of the project scope, the Consultant will also identify and prioritize potential urban Highway Safety Improvement Program projects for motorized and/or non-motorized users.

The Consultant should consider the guidance in Section 3 of the LRSM to complete this section of the SSAR.

6. HIGHEST OCCURRING CRASH TYPES

The Consultant can focus on the top 3 to 10 crash types responsible for the fatalities and severe injuries occurring on Town's roadway network. If the Consultant chooses to focus on specific "high-risk corridors and intersections," the Consultant is still expected to briefly review and discuss the top crash types occurring on the overall network.

The Consultant should consider the guidance in Section 3 of the LRSM to complete this portion of the SSAR.

7. HIGH-RISK CORRIDORS AND INTERSECTIONS (CRASH HISTORY & ROADWAY CHARACTERISTICS)

The Consultant can choose to focus on the top 3 to 10 high-risk corridors and top 5 to 20 intersections responsible for fatalities and severe injuries occurring on Town's roadway network. If the Consultant chooses to focus on specific crash types, the Consultant is still expected to briefly review and discuss the high-risk corridors and intersections on the overall network.

The Consultant should consider the guidance in Section 3 of the LRSM to complete this portion of the SSAR.

8. COUNTERMEASURES IDENTIFIED TO ADDRESS THE SAFETY ISSUES

The Consultant is required to use Crash Reduction Factors provided in the LRSM to identify potential low-cost systemic countermeasures that mitigate the Town's primary crash type trends. In addition, the Consultant should use the crash concentrations (system-wide, corridors and spot locations) to identify the countermeasures with a high

likelihood of addressing the crashes that are appropriate for the characteristics of the roadway.

The Consultant should consider the guidance in Section 4 of the LRSM to complete this section of the SSAR.

9. VIABLE PROJECT SCOPES AND PRIORITIZED LIST OF SAFETY PROJECTS

Once the crash areas, trends and corresponding systemic countermeasures have been identified, the Consultant need to create preliminary safety project scopes. It is recommended that the Consultant focus on finding the ideal balance between collision analyses on a systemic basis while also addressing high-crash locations. For the lowest cost improvements, like signing and striping, it may be an appropriate goal to have the entire roadway network eventually upgraded to a minimum level.

In contrast, the costlier systemic countermeasures may only be feasible to install at higher crash locations/characteristics on a corridor-by-corridor basis. Estimating total-project costs and calculating Benefit/Cost (B/C) ratio are the next steps in prioritizing the list of safety projects. Cost estimates may be based on individual construction items or lump sum project costs per mile or per location. For calculating the B/C ratio of a project, the TIMS B/C Calculation Tool from the University of California, Berkeley Safe Transportation Research and Education Center website should be used. This tool relies on existing crashes to calculate a project's expected benefit.

The Consultant should consider the guidance in Section 5 of the LRSM to complete this section of the SSAR.

10. ATTACHMENTS AND SUPPORTING DOCUMENTATION

Attach and reference supporting documents as appropriate to meet the long-term intended use for the report.

SECTION III – PROPOSAL REQUIREMENTS

All proposals should adhere to the specified content and sequence of information described by this RFP.

Proposals shall contain the following information in the order listed:

1. Transmittal Letter

The transmittal letter shall be addressed to:

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

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 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 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 on both federal and non-federal aid 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 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, especially the Project Manager, shall have significant demonstrated experience with this

type of project, and should be committed to stay with the project for the duration of the project.

- d. Describe your understanding of the project and the methodology to be used for completing the work specified in Section II.

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 by March 30, 2018.

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 C of this 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 works of this RFP. 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 has been selected and interviewed. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

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.

SECTION IV – GENERAL TERMS AND CONDITIONS

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.

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.

Retention and Use of Proposals

The Town reserves the right to retain all proposals, as well as any reports, data or other material prepared or assembled by bidder and submitted to Town in response to this RFP, and to use any idea in any proposal regardless of whether that proposal is selected.

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 for release of such information.

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.

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 RFP's for the same or similar work. By submitting a signed proposal and the attached Non-Collusion Declaration form (see Form B in Attachment C, Proposal Forms), Consultant certifies that there has been no collusion with any other proposers.

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 D, "Standard Form of Professional Services Agreement," 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.

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.

Insurances

Consultants are to 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 Section 11 of the Agreement in Attachment D.

SECTION V – PROPOSAL EVALUATION AND SELECTION PROCESS

1. Evaluation Process

All proposals will be evaluated by a Town Selection Committee (Committee). The Committee may be composed of Town staff 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 the 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, Committee will recommend a contract be awarded.

2. Evaluation Criteria

Proposals will be evaluated according to each 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 final maximum score for any proposal is five hundred (500) points.

Rating Scale		
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 be 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	Weight
1	Completeness of Response to the RFP	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	20
4	Scope of Work	20
5	Project Schedule	10
6	Declaration of Non-Collusion	Pass/Fail
7	Local Presence	4
8	References	6
9	Oral Interview and Presentation	20
Total:		100

1. 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.

2. Qualifications and Experience (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the Consultant and sub-consultants in performing professional services on both federal and nonfederal-aid projects.
- b. Familiarity with Systemic Safety Analysis Report Program, understanding of all necessary data required and methodology to be used, inclusion of innovative solutions to address project issues, and ability to develop a quality safety plan meeting the SSAR Program reporting requirements.

3. Organization and Approach (20 points)

- a. Describes familiarity of project and demonstrates understanding of work and project objectives.
- b. Roles and Organization of Proposed Team.
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to Town needs.
- c. 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.
- d. 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.
- e. Working Relationship with the Public Agencies
 - 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.

4. Scope of Work (20 points)

- a. 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.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.

5. Project Schedule (10 points)

- a. 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.
- b. The schedule addresses all knowable phases of the project, in accordance with the Scope of Work and general requirements of this RFP.

6. Declaration of Non-Collusion (Pass/Fail)

- a. Non-Collusion Declaration is material to any contract awarded pursuant to this Proposal.
- b. 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.
- c. 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.
- d. Failure to file a Declaration in compliance with these instructions will result in disqualification of the proposal.

7. Local Presence (4 points)

- a. A statement addressing Consultant's ability to establish an office within San Mateo County or surrounding area, if it doesn't already have a presence in Greater San Francisco Bay Area.

8. References (6 points)

- a. Provide the names and contact information of 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.

9. Oral Interview and Presentation (20 points)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.
- b. Response to Steering Committee questions raised during the interview.

ATTACHMENTS

- A. SSARP Funding Application - Town of Colma**
- B. Systemic Safety Analysis Report Program (SSARP) Guidelines**
- C. Proposal Forms**
- D. Standard Form of Professional Services Agreement**

ATTACHMENT A

SSARP Funding Application - Town of Colma

SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM (SSARP) APPLICATION FORM

Agency (Applicant):	TOWN OF COLMA	County:	SAN MATEO	
Partnering Agency/Agencies:	N/A			
CONTACT INFORMATION				
Name:	BRAD DONOHUE	Position/Title:	PUBLIC WORKS DIRECTOR	
Email:	brad.donohue@colma.ca.gov	Phone Number:	650-757-8888	
Address:	COLMA TOWN HALL, 1198 EL CAMINO REAL, COLMA, CA 94014			
Funding				
Total Project Cost:	\$300,000	SSARP Funds Requested:	\$250,000	Local Funds (min. 10%): \$50,000
Crash Data (2011, 2012 and 2013)				
Number of Fatality and Severe Injury (F+SI) crashes (not number of victims) between 1/1/2011 and 12/31/2013			4	
Narrative Questions				
1. Describe your experience in applying for local Highway Safety Improvement Program (HSIP) federal funds.				
<p>The Town has not applied for any local HSIP federal fund in the past under the previous Town's administration. With the Town's new Public Works administration, the Department has a goal of providing a safe and accessible roadway network for the vehicles, pedestrians, bicyclists, motorcyclists and transit users. Due to the improving economy in the region, the Town has been attracting business owners to open their new facilities and stores, and developers to build new houses within the Town. For example, CarMax, a major car dealership in the country, will open their business on an 8.55-acre site located at the west side of Lucky Chances Casino near the southwest corner of Serramonte Boulevard and Hillside Boulevard. Mercy Housing, a nationwide affordable housing developer, will build a new 66-unit affordable housing community called The Veteran's Village, on a 2.23-acre site located at about a half mile north of the South San Francisco BART Station on the east side of Mission Road. As a result, an increase of vehicular traffic utilizing the existing roadways with vulnerable road users (pedestrians, bicycles, and motorcycles) is expected. The Town has concerns that the number of fatalities and serious injuries will increase if safety improvements are not implemented to the existing roadways in the near future. Having SSARP funds available, the Town will be able to initiate a number of collision analyses and studies, develop a list of low cost safety countermeasures that can be implemented easily within the Town's roadway network and prepare for future HSIP funding consideration.</p>				
2. Describe the scope of work the Systemic Safety Analysis Report (SSAR) is expected to accomplish.				
<p>The scope of the safety analysis will be performed for a number of major arterials and collectors within the Town's roadway network. These corridors include El Camino Real, Junipero Serra Boulevard, Hillside Boulevard, Serramonte Boulevard, Collins Avenue, Colma Boulevard, Lawndale Boulevard and F Street as shown on Exhibit 1.</p> <p><i>El Camino Real (State Highway 82)</i> is a major north-south arterial extending from Daly City to South San Francisco with three travel lanes in each direction, narrowing to two lanes in each direction and a left turn lane onto Mission Road. The southbound left turn lane onto Mission Road is controlled by a stop sign located at the raised median island while no left turn is allowed from northbound Mission Road onto southbound El Camino Real. A number of pedestrian crosswalks and intersections, including Mission Road and Collins Avenue, are unsignalized. Most of El Camino Real has</p>				

a 28-foot wide median. Sidewalks exist along the east side of El Camino Real, but the west side lacks continuous sidewalk between F Street and the south Town's Limit. The portion of El Camino Real that travels onto Colma is a designated bicycle route on the San Mateo County Comprehensive Bicycle and Pedestrian Plan, but currently there are no marked bicycle facilities. On-street parking is allowed on El Camino Real at the designated areas.

Junipero Serra Boulevard is also a north-south arterial with two travel lanes and a bicycle lane in each direction connecting Daly City and South San Francisco. It runs adjacent to Interstate 280 with heavy traffic utilizing this corridor to get access to the freeway at Serramonte Boulevard intersection and also provides as a main route to 280 Metro Center located at the corner of Colma Boulevard intersection. Sidewalk only exists along the east side of Junipero Serra Boulevard. The west side of the road needs to be studied in order to determine the need of safe pedestrian accesses to public transportation.

Hillside Boulevard is a north-south arterial with one travel lane in each direction connecting Daly City and South San Francisco, and serves a number of municipal facilities including community center and museum, as well as adjacent businesses, cemeteries, and residential neighborhoods. Hillside Boulevard is a designated bicycle route with marked bicycle lanes. Newly constructed bicycle lane and sidewalk exist along both sides of the corridor between Serramonte Boulevard and Hoffman Street near the north Town's Limit. The segment south of Hillside Boulevard has bike lane, but lacks continuous sidewalks, street lightings, and high visibility mid-block crosswalks from Serramonte Boulevard to Lawndale Boulevard.

El Camino Real, Junipero Serra Boulevard and Hillside Boulevard serve as the main routes for the cross-town traffic and SamTrans' buses, which transport commuters to and from Colma BART Station located at about three-quarter mile north of Serramonte Boulevard and the South San Francisco BART Station located at the southwest corner of Mission Road and Lawndale Boulevard.

Serramonte Boulevard is a three-quarter mile long east-west arterial connecting traffic to and from the Interstate 280 Freeway, nearby Daly City's commercial area, Junipero Serra Boulevard, El Camino Real (State Highway 82) and Hillside Boulevard. Serramonte Boulevard is also a busiest commercial corridor in the Town with a mix of major car dealerships, restaurants, shopping centers, big-box stores, casino, Town Hall and cemeteries located along both sides of the corridor. It has two travel lanes and sidewalk in each direction, except on the north side of the corridor between El Camino Real and Hillside Boulevard where no sidewalk exists. With lack of left turn lanes and proper access to driveways, vehicles must slow down to enter the driveways on the adjacent properties, causing traffic congestion along the corridor during the peak commute hours in the weekdays and most of the weekend.

Mission Road has one travel lane, a parking lane and a bicycle lane in each direction connecting El Camino Real on the north and Lawndale Boulevard at the south Town's Limit. Historically, Mission Road has been used as an alternate to El Camino Real with three unsignalized crosswalks along the corridor. Left turn from Mission Road onto the southbound direction on El Camino Real is not allowed due to the poor sight lines caused by the curvature of the road and vehicles have to travel to the next closest median break north of the intersection in order to make a U-turn. Sidewalk exists along the majority of the corridor but it is blocked frequently by the parked vehicles in front of a number of auto body and repair shops and when loading and unloading of goods in front of the adjacent businesses is needed.

Lawndale Boulevard has one travel lane and a bicycle lane in each direction with 24' wide median separating eastbound and westbound traffic between Mission Road and Hillside Boulevard. There is no median break along this half mile long roadway and no U-turn at both ends of the road. Vehicles tend to travel at high speed above the posted speed limit of 35mph on the downhill segment towards Mission Road.

Collins Avenue is a two travel lane collector which connects El Camino Real at its east and Junipero Serra Boulevard at its west end. Wider roadway with parking and sidewalk present along both sides of Collins Avenue between El Camino Real and mid-block of Collins Avenue. Sidewalk and parking lane continue on the south side along the corridor. It serves a retirement/assisted living community, car dealerships, auto body shop, concrete vault manufacturing plant, in

addition to assorted small businesses where vehicles need to slow down to enter the driveways to these businesses. The existing three-legged intersection between Collins Avenue and Serramonte Boulevard has no traffic signals and crosswalks.

Colma Boulevard is a collector serving a number of big-box stores in 280 Metro Center and connects Junipero Serra Boulevard in the west to El Camino Real in the east. It has two travel lanes in each direction and widens to four lanes between Junipero Serra Boulevard and the west access to the shopping center. The existing crosswalk at the east access to the shopping center is not signalized. Sidewalk exists on the north side of Colma Boulevard east of Metro Center where vehicles tend to travel at higher speed than the posted speed limit of 25mph towards El Camino Real on the curvy and downhill segment of the corridor.

F Street provides access to the residential neighborhood on the north side of the road and to the cemeteries on the south side. It connects El Camino Real and Hillside Boulevard with one travel lane; a parking lane and sidewalk in each direction. The entire road is built with pavers without any bicycle facilities even though F Street is a designated bicycle route in the County's Comprehensive Bicycle and Pedestrian Plan.

The study that will be implemented under SSARP will evaluate the existing roadway networks, configurations of intersections, traffic counts, traffic signal phasing scheme, accessibility of pedestrians and bicyclists, and the primary causes of collisions. The crash data obtained from the UC Berkeley Transportation Injury Mapping (TIMS) and the Town's Police Department Accident Reports will be analyzed. Based on the preliminary review of the crash data, the study will primarily analyze the crash types associated with the right-of-way violations, speeding and the unsafe turning movements at the intersections as well as the unsafe ingress and egress movements at the driveways along both sides of these corridors. Town will identify and propose a number of countermeasures to be implemented along these corridors and at each intersection. As a part of the study, Town will hold stakeholder and community meetings to discuss the safety improvements with the public. Town's council members, project stakeholders and the public will have opportunities to express their concerns and offer recommendations on the countermeasures identified that would benefit the community. Public recommendations received from these meetings will be organized and analyzed. Conceptual design alternatives with multiple countermeasures will be developed for further review.

The study report will include the assessment of the existing conditions, evaluation of crash data and types, identification and prioritization of countermeasures, development and selection of conceptual design alternatives and evaluation of the benefit-cost ratio calculation for each design alternative, along with compliance to the Complete Streets and Green Infrastructure policies, as well as San Mateo County Comprehensive Bicycle and Pedestrian Plan. Once a preferred design alternative is identified for each project, a construction cost estimate will be generated, traffic management plan will be prepared and the study report will be finalized. After the study is approved by the Town Council, the project will be moved forward to the design phase upon the availability of additional funding.

3. If known, which [Strategic Highway Safety Plan \(SHSP\)](#) Challenge Area(s) will this SSAR primarily address?

The SSAR will primarily address the following challenging areas with potential countermeasures identified. The Town will evaluate these countermeasures based on the findings from the study and propose a preferred design alternative.

1. Intersections: The current skewed three-legged configuration at El Camino Real and Mission Road intersection creates a potentially confusing environment for the drivers to maneuver through this intersection, especially with the relatively high speed traffic on El Camino Real during the peak periods, where sever accidents happened in the past due to inadequate traffic controls. Potential countermeasures include realignment of Mission Road to be perpendicular to El Camino Real to allow left turns from Mission Road to southbound lane on El Camino Real, installation of traffic signals to control all through and turning vehicular movements, and installation of high visibility crosswalks and advanced warning signs and pavement markings to alert the drivers to slow down prior to entering this intersection. A green landscape area could be constructed north of the intersection to offer an opportunity for the Town to implement green infrastructures including rain

gardens and vegetated swale. At the unsignalized El Camino Real and Collins Avenue intersection, left turn from Collins Avenue onto El Camino Real can be dangerous due to the width of El Camino Real and the relatively high speeds of traffic along the corridor. Potential countermeasures that would be studied include installation of traffic signals with pedestrian count down heads and high visibility crosswalks.

The three-legged Serramonte Boulevard and Collins Avenue intersection has no safe traffic facilities where pedestrians and bicyclists are challenged in crossing this intersection without any crosswalk and traffic signal in a very dangerous manner. Potential countermeasures that would be studied include reconfiguration of the intersection to accommodate crosswalks and installation of pedestrian activated flashing beacon to provide safer route for the pedestrians crossing Serramonte Boulevard. This will also control the vehicular movement for turning left from Collins Avenue onto Serramonte Boulevard.

2. **Driveway Access:** Serramonte Boulevard and Collins Avenue have two travel lanes in each direction. Many of the businesses fronting these corridors have their own driveway entrances and exits. One way to solve the issues of vehicles stopping within the lanes of traffic to make crossings is to install turning pockets along both sides of the corridor so that vehicles can enter without the fear of other vehicles rear-ending them while they slow down to enter the various retail and auto dealer establishments. A potential countermeasure that would be studied include “road dieting” – having one lane in each direction with a dedicated center lane for turns into and out of driveways along both sides of the corridor.
3. **Speeding and aggressive driving:** The current posted speed limits along Colma Boulevard, Serramonte Boulevard, Lawndale Boulevard and Junipero Serra Boulevard range from 25mph to 40mph. With the downgrade slope of more than 4%, vehicles tend to be traveling at above the speed limits. Due to the fact that Serramonte Boulevard is an arterial connecting between two highways, Interstate 280 and State Highway 82, and Junipero Serra Boulevard, El Camino Real and Hillside Boulevard connecting between two adjacent cities, Daly City and South San Francisco, the cross-town vehicles are constantly traveling aggressively to get to these highways and roadways. Couple fatal accidents occurred on Hillside Boulevard in the past primarily caused by the excessive speeding. A potential countermeasure that would be studied includes installing speed feedback signs on both directions in advance of intersections and crosswalks. These devices will alert drivers and bicyclists to slow down as they approach the intersections and crosswalks.
4. **Distracted Driving:** When traveling up or down Serramonte Boulevard, Collins Avenue and Colma Boulevard vehicles are constantly slowing down to turn into local auto dealers, auto body and repair shops or retail businesses along these corridors. With quick and frequent stops, vehicles trailing behind other vehicles causing rear ending collisions are constantly a threat along these roadways. Adding a dedicated center lane for turning movements will significantly minimize the threat of rear-ending collisions.
5. **Pedestrians:** Long stretches of major roadways with potential countermeasures need to be studied and implemented to provide safe pedestrian crossings. One of the biggest challenges is getting pedestrians across a multiple travel lane road from one side of the roadways to the other. For example, no crosswalk exists within a half of a mile segment of Serramonte Boulevard between El Camino Real and the existing crosswalk by Serra Center. It was observed that pedestrians arbitrarily cross the road mid-way within this segment in very unsafe manners. In combination of “road dieting” countermeasure (if feasible), installing high visibility pedestrian crosswalks at the intersections and upgrading the existing crosswalks with bulbouts the pedestrian crossing time can be shortened. Meanwhile, adding high visibility mid-block crosswalks between the existing pedestrian crosswalk by Serra Center on Serramonte Boulevard, at mid-block between El Camino Real and Lawndale Boulevard on Mission Road, and at mid-block between Serramonte Boulevard and El Camino Real on Collins Avenue, will shorten the walking distance from the significant pedestrian desire crossing line and also raise drivers’ awareness of pedestrians crossing the roads. Pedestrian activated push button signals will also be installed at the bulbouts.

In many occasions, pedestrians need to walk on travel lanes, parking lanes, bike lanes or adjacent private properties along El Camino Real, Collins Avenue, Mission Road and large portion of Hillside Boulevard, where sidewalks are missing or too narrow for the pedestrian traffic. Adding sidewalks along these corridors will provide a continuous and safe pedestrian access in order to comply with our Complete Streets Policy and the County Comprehensive Bicycle and Pedestrian Plan.

6. **Bicycling:** Currently, bicycle path or lane does not exist along El Camino Real, Serramonte Boulevard, Colma Boulevard, Collins Avenue and F Street. The Town needs to study and review new bike friendly facilities in order to comply with our Complete Streets Policy and the County Comprehensive Bicycle and Pedestrian Plan. By potentially implementing a “road dieting” countermeasure or potential land acquisition for expanding the current right-of-way, Class II bike lanes and/or Class III bike routes could be installed along both sides of these corridors in order to minimize the potential conflicts between vehicles and bicyclists and provide safer routes for bike riders to their destinations and major transit facilities including SamTrans Bus Stops, Colma and South San Francisco BART Stations.
7. **Aging Road Users:** Major parts of the Town roadway network are in close proximities to a number of Town senior housing facilities, and also serve as gateways to a number of cemeteries (a total of 17 cemeteries in the Town of Colma). These corridors are the major accesses for many aging road users as well as daily funeral precessions. Installing speed feedback signs will potentially benefit both the aggressive drivers and the aging road users.
8. **Commercial Vehicles:** The major roadway network within the Town serves large commercial areas, where a number of car dealerships, auto body and repair shops, concrete vault manufacturing plant, commercial centers and big-box stores are located. Commercial trucks are constantly using these roadways to pick up and deliver their vehicles and goods to these businesses. Truck turning movements will be evaluated when determining the appropriate countermeasures to be implemented along these corridors to help facilitate ingress and egress movements from the commercial areas.
9. **Emergency Medical Services:** Emergency Medical Services are consistently using major roadway network to get from one side of the Town to the other. Given the fact that Serramonte Boulevard is a major east-west arterial through the Town, the frequent slow down traffic along this corridor can be eliminated by adding dedicated center turning lane that will allow the emergency personnel to respond to the emergency situations in a timely manner. Another example of a potential countermeasure can be identified for Lawndale Boulevard. With 24-foot wide raised median separating the eastbound and westbound traffic without any median break along the road, emergency vehicles have to travel the half-mile long segment in order to reach the other side of the road if any emergency incident occur there. Installing a median break around the midblock between Mission Road and Hillside Boulevard will significantly shorten the travel time to respond to any emergency situations.



TOWN OF COLMA
Major Roadway Network
Exhibit 1 - Site Map

ATTACHMENT B

Systemic Safety Analysis Report Program (SSARP) Guidelines

Systemic Safety Analysis Report Program (SSARP) Guidelines

February 2016

Division of Local Assistance
California Department of Transportation

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1 INTRODUCTION

These guidelines describe the policy and procedures for implementing the Systemic Safety Analysis Report Program (SSARP). The guidelines were developed in consultation with the California Local Highway Safety Improvement Program (HSIP) Advisory Committee which includes representatives from:

- Federal Highway Administration (FHWA)
- California Department of Transportation (Caltrans)
- California Transportation Cooperative Committee
- California State Association of Counties
- League of California Cities
- Regional Transportation Planning Agency
- Metropolitan Planning Organization
- Rural County Task Force

1.1 BACKGROUND

Systemic analysis is a proactive safety approach that focuses on evaluating an entire roadway network using a defined set of criteria. It looks at crash history on an aggregate basis to identify high-risk roadway characteristics, rather than looking at high-collision concentration locations through site analysis. Systemic analysis acknowledges that crashes alone are not always sufficient to prioritize countermeasures across a system. This is particularly true for many local streets and highways in rural areas with low volumes where crash densities tend to be low and there are few high crash locations, and in urban areas where vehicles interact with vulnerable road users (pedestrians, bicyclists, and motorcycles).

The following are examples of infrastructure improvement countermeasures identified through the systemic analysis approach:

Signalized Intersection Countermeasures

- Improve signal hardware: lenses, retro-reflective back-plates, mounting, size, and number
- Provide protected left turn phase (left turn lane already exists)
- Install flashing beacons as advance warning
- Create directional median openings to allow (and restrict) left-turns and U-turns
- Install pedestrian countdown signal heads
- Install advance stop bar before crosswalk (Bicycle Box)

Non-Signalized Intersection Countermeasures

- Add intersection lighting
- Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs
- Install flashing beacons as advance warning
- Create directional median openings to allow (and restrict) left-turns and U-turns
- Install raised medians/refuge islands (Pedestrian/Bike only)
- Install enhanced pedestrian crossing features, e.g. signs/markings, rapid rectangular flashing beacon or curb extensions, etc.

Roadway Segment Countermeasures

- Road diet (striping only)
- High friction surface treatment
- Upgrade signing through Roadway Safety Signing Audit
- Upgrade pavement markings through Roadway Safety Pavement Marking Audit
- Install delineators, reflectors and/or object markers
- Install guardrail and impact attenuators
- Install bike lanes
- Install centerline rumble strips/stripes
- Install edge line rumble strips/stripes

Additional information on the systemic approach for roadway safety analysis can be found on the [Federal Highway Administration's "Systemic Approach to Safety" webpage](#).

1.2 PROGRAM GOAL

The goal of the SSARP is to help local agencies identify safety projects to submit for HSIP funding consideration. Through the funding of Systemic Safety Analysis Reports (SSAR), local agencies will be encouraged to evaluate their roadway networks with an approach that has been effective for addressing safety issues.

Although not a prerequisite to applying for HSIP funds, the use of results documented in their SSAR will identify high benefit-cost ratio safety projects that have been found to be competitive in previous HSIP cycles.

1.3 PROGRAM SCHEDULE

The SSARP will be implemented in two phases to facilitate outreach with [the Strategic Highway Safety Plan \(SHSP\)](#) Regional Summits. The following is a tentative schedule of major milestones for the SSARP:

Milestones	Phase 1	Phase 2
Call for Applications	February 2016	June 2016
Applications Due Date	March 2016	July 2016
Awarded Applications Posted	April 2016	August 2016

*Strategic Highway Safety Plan (SHSP) Regional Summits: February and April 2016.

2 FUNDING

2.1 SOURCE

\$10 million of the California HSIP was set-aside and exchanged for state funds from the State Highway Account to fund the SSARP. The use of state funds is to increase the participation of underserved local agencies unfamiliar with federal administrative requirements.

2.2 MATCHING REQUIREMENT

A local match of ten (10) percent of the total project cost is required for SSARP projects.

2.3 REIMBURSEMENT

The SSARP is a reimbursement program for eligible costs incurred. Reimbursement is requested through the invoice process detailed in Chapter 5, Invoicing, of the [Local Assistance Procedures Manual \(LAPM\)](#). Costs incurred prior to funding allocation are not eligible for reimbursement.

2.4 TIMELY USE OF FUNDS

The project sponsor must complete the study and the SSAR report within thirty-six (36) months of the funding allocation. The Final Report of Expenditures and the final invoice must be submitted within six (6) months of the report completion. If these requirements are not met, the project sponsor must pay back the state funds expended.

3 ELIGIBILITY

3.1 APPLICANTS

Cities and counties in California that are able to comply with all the laws, regulations, policies and procedures required to enter into a State-only Funds Master Agreement are eligible to apply for SSARP funding. Refer to Chapter 4, Agreements, of the LAPM for guidance and procedures on Master Agreements.

3.2 LOCATION OF STUDY AREA

Funds are eligible for the systemic safety analysis of any roadways publically owned or on tribal lands.

4 APPLICATION AND SELECTION PROCESS

4.1 PROJECT APPLICATION

Section 1.3 provides a tentative program schedule. Actual calls-for-applications will be announced online at the [Division of Local Assistance \(DLA\) HSIP website](#). The Application Form, its instructions and other documents related to SSARP are also available at this website. The completed applications are submitted to the [District Local Assistance Engineer \(DLAE\)](#).

Funding for proposed study areas may only be requested once (i.e. funding requests for a study area cannot be requested in multiple applications).

4.1.1 Maximum Fund Request

Each local agency may submit only one application requesting a maximum of \$250,000 SSARP funds, in either Phase 1 or Phase 2 call for applications. Alternatively two or more local agencies may choose to

submit a joint application through partnership. A maximum of \$500,000 of SSARP funds can be requested per joint application.

Additional funds beyond the maximum amount will need justification and approval by the Office of Bridge, Bond, and Safety Programs (OBBSP) in the DLA.

4.1.2 Award Phases

Funds will be awarded in two phases to facilitate outreach with the [Strategic Highway Safety Plan \(SHSP\)](#) Regional Summits. Refer to the Section 1.3, Program Schedule, for dates of award.

4.2 SELECTION PROCESS

If requests exceed available SSARP funding, priority will be given to applications from local agencies that

- Have the highest numbers of fatality and severe injury (F+SI) (based on the most recent / available data from California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS));
- Have the highest crash rates of F+SI per 100 Million Vehicle Miles Traveled (MVMT) ;
- Have never submitted applications in Cycle 5 through Cycle 7 HSIP calls-for-projects; or
- Have submitted applications but have had no projects selected for federal funding in Cycle 5 through Cycle 7 HSIP calls-for-projects.

There are no order or priority associated with the above selection criteria. When necessary, the Local HSIP Advisory Committee may review the priority ranking of the applications and approve for funding.

4.3 APPLICATION AWARD

The OBBSP will post the list of awarded applications on the [DLA HSIP website](#). A notification letter will be sent to the sponsor of each successful application.

5 IMPLEMENTATION

In addition to the applicable provisions of the LAPM, local agencies will need to follow the implementation steps in this section. Any work done prior to the funding allocation is at the cost of the project sponsor and will not be eligible for reimbursement.

1. When ready to proceed with their study, the project sponsor submits the following documents to their DLAE to request an allocation of funds:
 - a. A letter of request for SSARP Funding Allocation
 - b. Finance Letter
 - c. Copy of the SSARP Application
 - d. Copy of the award notification letter from Caltrans DLA

Templates of the above (a) and (b) are available for downloading at [the DLA HSIP website](#).

As an SSARP project utilizes state funds for a study only and no right-of-way or construction is involved, the allocation will be under Preliminary Engineering (PE) phase. No right-of-way or environmental documents are required for the allocation request.

The amount of state funds requested should not exceed the amount of funds awarded. Additional funds shall not be allocated without the written approval from the OBBSP.

2. The DLAE reviews the allocation request package for consistency with the application, assigns project numbers and Advantage IDs, and forwards the request to the DLA HQ Area Engineer for allocation. An allocation request will be rejected if the scope or request amount does not match the application. Any change to the scope of work needs to be approved by the OBBSP in advance of the allocation.
3. After receipt of a complete request package, the DLA HQ Area Engineer will:
 - a. Prepare an allocation letter which will serve as the authorizing document for the project sponsor to begin reimbursable work. A copy of the allocation letter and Finance Letter will be distributed to the project sponsor, DLAE, the OBBSP, and Local Programs Accounting (LPA). Note that any work performed prior to the effective date of the allocation letter is not eligible for reimbursement.
 - b. Prepare a Program Supplement Agreement (PSA) and send it to the local agency for execution. If a local agency does not have a "State-only Funds Master Agreement" on file with Caltrans, one will need to be executed in conjunction with the PSA.
4. The project sponsor invoices Caltrans (Refer to LAPM Chapter 5 and Exhibit 5-C). In order for the project to remain active, the project sponsor must submit invoices to Caltrans at least every six (6) months after funds are allocated.
5. The analysis and the SSAR report must be completed within thirty-six (36) months of allocation. The project sponsor must submit the final report (refer to Section 6, Reporting Requirements) to the DLAE. The DLAE reviews and verifies that the report has been completed in accordance with the approved scope and the program guidelines, and then forward a copy of the report to the DLA OBBSP.
6. The project sponsor must submit the Final Invoice (LAPM Exhibit 5-C) and the Final Report of Expenditures (LAPM Exhibit 17-M) to the DLAE within six (6) months of the report completion. The DLAE reviews the submittals for compliance and then forward the package to Local Programs Accounting (LPA) for processing.
7. The LPA and the DLA close out the project.

6 REPORTING REQUIREMENTS

To be eligible for final reimbursement, the SSAR must identify and prioritize future safety projects. If no safety projects are identified, reasons must be documented within the SSAR. The following sections and discussions must also be included in the final report.

6.1 EXECUTIVE SUMMARY

This section should include the applicant's objectives and focus for the SSAR and a brief summary of the major results. Include discussion on what methodologies were used to limit the data analysis and studies to stay within the funding limits. Other high-level discussions may include crash trends, corridors identified, countermeasures considered, conceptual projects identified, benefit-cost ratios for the projects, etc.

6.2 ENGINEER'S SEAL

Chapter 7; Article 3; Section 6735 of the Professional Engineer's Act of the State of California requires engineering calculation(s) or report(s) be either prepared by or under the responsible charge of a licensed civil engineer. Analysis must be completed under this provision and the SSAR must be signed by the local agency transportation manager and signed/stamped by a licensed civil engineer.

The engineer's signature must be accompanied by a statement similar to the following:

By signing and stamping this Systemic Safety Analysis Report, the engineer is attesting to this report's technical information and engineering data upon which local agency's recommendations, conclusions, and decisions are made.

6.3 STATEMENT OF PROTECTION OF DATA FROM DISCOVERY AND ADMISSIONS

It is recommended that applicants include the following language in the SSAR which is from Section 148 of Title 23, United States Code [23 U.S.C. §148(h) (4)] about reports prepared under State's Strategic Highway Safety Plan and HSIP:

REPORTS DISCOVERY AND ADMISSION INTO EVIDENCE OF CERTAIN REPORTS, SURVEYS, AND INFORMATION—Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location identified or addressed in the reports, surveys, schedules, lists, or other data.

6.4 SAFETY DATA UTILIZED (CRASH, VOLUME, ROADWAY)

Applicants are required to analyze at least three (3) years of the most current crash data. Crash data from their own crash database, the [California I-SWITRS database](#), or [UC Berkeley Transportation Injury Mapping \(TIMS\)](#) are recommended.

Applicants should consider the guidance in Section 2 of the [Local Roadway Safety Manual \(LRSM\)](#) to complete this section of the SSAR.

6.5 DATA ANALYSIS TECHNIQUES AND RESULTS

Crash trends and crash concentrations should be analyzed based on overall numbers, identifying the leading causes of fatalities and severe injuries. In addition, applicants are encouraged to identify crashes on a 'rate' basis and compare the results of numbers vs. rates.

Applicants are not expected to analyze all of the individual crashes, crash locations, and/or crash types. The following are examples of how local agencies can focus the scope of the SSAR:

- Counties with a large percentage of High Risk Rural Road (HR3) eligible roadways may choose to focus on identifying and prioritizing future HR3 eligible safety projects.
- Cities and counties with primarily urban roadways may choose to identify and prioritize future urban Highway Safety Improvement Program projects for motorized and/or non-motorized users.

- Cities and counties with a wide mixture of roadways may choose to focus on only rural or urban roadways or a mix of roadway and user types at a limited number of locations.

Applicants should consider the guidance in Section 3 of the LRSM to complete this section of the SSAR.

6.6 HIGHEST OCCURRING CRASH TYPES

Applicants can focus on their top 3 to 10 crash types responsible for the fatalities and severe injuries occurring on their roadway network. If an applicant chooses to focus on specific “high-risk corridors and intersections,” they are still expected to briefly review and discuss their top crash types occurring on the overall network.

Applicants should consider the guidance in Section 3 of the LRSM to complete this portion of the SSAR.

6.7 HIGH-RISK CORRIDORS AND INTERSECTIONS (CRASH HISTORY AND ROADWAY CHARACTERISTICS)

Applicants can choose to focus on their top 3 to 10 high-risk corridors and top 5 to 20 intersections responsible for fatalities and severe injuries occurring on their roadway network. If an applicant chooses to focus on specific crash types, they are still expected to briefly review and discuss their high-risk corridors and intersections on the overall network.

Applicants should consider the guidance in Section 3 of the LRSM to complete this portion of the SSAR.

6.8 COUNTERMEASURES IDENTIFIED TO ADDRESS THE SAFETY ISSUES

Applicants are required to use crash reduction factors provided in the LRSM to identify potential low-cost systemic countermeasures that mitigate the local agencies’ primary crash type trends. In addition, applicants should use their crash concentrations (system-wide, corridors, and spot locations) to identify the countermeasures with a high likelihood of addressing the crashes that are appropriate for the characteristics of the roadway.

Applicants should consider the guidance in Section 4 of the LRSM to complete this section of the SSAR.

6.9 VIABLE PROJECT SCOPES AND PRIORITIZED LIST OF SAFETY PROJECTS

Once the crash areas, trends, and corresponding systemic countermeasures have been identified, local agencies need to create preliminary safety project scopes. It is recommended that the applicant focus on finding the ideal balance between collision analyses on a systemic basis while also addressing high-crash locations. For the lowest cost improvements, like signing and striping, it may be an appropriate goal to have the entire roadway network eventually upgraded to a minimum level.

In contrast, the costlier systemic countermeasures may only be feasible to install at higher crash locations/characteristics on a corridor-by-corridor basis. Estimating total-project costs and calculating Benefit/Cost (B/C) ratio are the next steps in prioritizing the list of safety projects. Cost estimates may be based on individual construction items or lump sum project costs per mile or per location. For calculating the B/C ratio of a project, the [TIMS B/C Calculation Tool](#) from the University of California, Berkeley Safe Transportation Research and Education Center website should be used. This tool relies on existing crashes to calculate a project’s expected benefit.

Applicants should consider the guidance in Section 5 of the LRSM to complete this section of the SSAR.

6.10 ATTACHMENTS AND SUPPORTING DOCUMENTATION

Attach and reference supporting documents as appropriate to meet their long-term intended use for the report.

7 RESOURCES

SSARP Funding Application: http://www.dot.ca.gov/hq/LocalPrograms/HSIP/apply_now.htm

Caltrans Local Roadway Safety Manual (LRSM): <http://www.dot.ca.gov/hq/LocalPrograms/HSIP/CA-LRSM.pdf>

Local Assistance Procedures Manual (LAPM): <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>

California Strategic Highway Safety Plan (SHSP): <http://www.dot.ca.gov/hq/traffops/shsp/>

California I-SWITRS: <http://iswitrs.chp.ca.gov/Reports/jsp/CollisionReports.jsp>

UC Berkeley Transportation Mapping (TIMS): <http://tims.berkeley.edu>

FHWA – A Systemic Approach to Safety: <http://safety.fhwa.dot.gov/systemic/index.htm>

FHWA Local and Rural Road Safety Program: http://safety.fhwa.dot.gov/local_rural/

FHWA Systemic Project Selection Tool: <http://safety.fhwa.dot.gov/systemic/fhwasa13019/>

FHWA Road Diets Informational Guide: http://safety.fhwa.dot.gov/road_diets/info_guide/

ATTACHMENT C

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.

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 _____, 2017.

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 D

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:

Colma Systemic Safety Analysis Report (SSAR)
(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."

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."

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 in accordance with the "Activity Schedule" set forth in 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, its officials, officers, employees, agents and Town designated volunteers 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, its officials, officers, employees, agents and Town designated volunteers 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:

Combined Single Limit

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, its officials, officers, employees, agents, and volunteers 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 nor any of its officials, officers, employees, agents or volunteers 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, its officials, officers, employees, agents and volunteers 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, its officials, officers, employees, agents or volunteers.

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, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Town, its officials, officers, employees, agents or volunteers 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, its officials, officers, employees, agents or volunteers 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, its officials, officers, employees, agents and volunteers, 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, its officials, officers, employees, agents and volunteers.

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, its officials, officers, employees and agents 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.

15. Town Material Requirements.

[INTENTIONALLY LEFT BLANK]

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 _____ 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

Attn: [***INSERT NAME & DEPARTMENT***]

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT
PERSON***]

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.

[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