



Request for Proposals

For

Twin Pines Park Belmont Creek Restoration

Important Dates

Issue Date: October 22, 2021

Proposals Due: December 10, 2021 at 4:00 p.m.

Award of Contract (tentative): December 2021

Contact Information

Peter Brown, Public Works Director, City of Belmont

1 Twin Pines Lane, Suite 385, Belmont, CA 94002

pbrown@belmont.gov

(650) 595-7459

Project Description

The City of Belmont Public Works Department is seeking to retain one qualified licensed professional firm to perform design, environmental compliance, and permitting services to execute a bid package for the Belmont Creek Restoration project. Qualified consultants shall have, for similar projects, demonstrated success in project management, biological and riparian habitat restoration, engineering design, hydraulic modeling, geotechnical engineering, bank stabilization, stream bed restoration, construction plans and specifications, preparing documentation to satisfy the California Environmental Quality Act (CEQA), securing environmental regulatory permits, and public outreach.

The Belmont Creek Restoration project will help to alleviate downstream flooding and sedimentation, improve the health of Belmont Creek (Creek), return a portion of the creek to a more natural condition, allow for connection to a stormwater detention basin, and increase its stewardship by achieving the following goals:

- Stabilize the Creek's banks and channel using existing vegetation, trees and state of the practice methods for bank stabilization and stream bed improvement.
- Reduce the accumulation of sediment and debris downstream.
- Improve water quality.
- Construct portions of a diversion facility to route and clean polluted creek water through a future detention basin (Twin Pines Park Storm Water Detention Basin project- simultaneously released RFP)
- Increase native riparian habitat.
- Educate and engage the community in the Creek's stewardship.

This project will begin with contract execution as early as December 2021 and be completed no later than June 30, 2025.

Project Budget

This Project is funded through two avenues, a \$1,000,000 State grant from the California Department of Water Resources (DWR) through their Urban Streams Restoration Grant Program and a \$600,000 local match from the City of Belmont, City of San Carlos, and County of San Mateo for a total for \$1,600,000 to complete the scope of work within the RFP. It is the city's goal to use \$500,000 on design, environmental clearance, permitting, public outreach, putting together the bid package and the remaining \$1.1 million for construction. But these ratio's will be further refined in the design phase, with the primary goal of preserving sufficient funding to complete construction and implementation of the creek restoration.

Background

The Belmont Creek Watershed (Watershed) encompasses approximately 1,900 acres, originating at an elevation of 700 feet from Pulgas Ridge, with three substantial tributaries, near Carlmont

Drive, Alameda de las Pulgas, and University of Notre Dame de Namur. The Creek serves as a major storm drainage collector for the City of Belmont (City), City of San Carlos, and County of San Mateo (County) – entities that are partners of the City in this project – and its channel includes vegetated channel banks, rock lining, concrete-rubble lining, concrete lining, and concrete culverts.

Flooding of this region historically occurs downstream of El Camino Real, where the Creek enters the flat, tidally influenced, Harbor/Industrial Area (HIA), before discharging into Belmont Slough. This flooding is caused by a combination of sediment deposition and head losses from modifications in the Creek’s alignment and geometry. The soil characteristics at the upstream end of the watershed have the potential to erode and contribute substantially to sedimentation downstream. These factors, along with hardscaping and channel straightening, have resulted in new areas of erosion and instability.

Urban development in the floodplain has encroached on the Creek, impacting water quality and increasing flows without increasing capacity. Portions of the channel have been progressively narrowed with sediment loading, while others have widened significantly, without bank protection. Channel velocities from more intense storm events have increased, leading to erosion of the stream banks, which lack natural vegetated bank protection. The downstream portion of the Creek was designed to convey a 10-year storm, however, as this eroded soil and debris are deposited downstream, more frequent events currently exceed the capacity of the system downstream.

The Watershed has been studied and analyzed for capacity deficits, sedimentation and erosion processes, and bank stability. The most recent study, the “Belmont Creek Watershed Management Plan” (Study) available at OneShoreline.org, built upon prior assessments to analyze the hydraulic performance of nine alternatives, including detention basins identified in the County’s Stormwater Resource Plan, and prioritized the alternatives by cost, flood protection efficacy, water quality and ecosystem benefits, and feasibility of construction.

One of the projects in the Study is located within Twin Pines Park (Park), a 10-acre public park owned and operated by the City of Belmont. Belmont Creek runs northeasterly through the northwestern portion of the park for a length of approximately 1,600 feet. The Project site is comprised of the length of Belmont Creek within Twin Pines Park. The Creek restoration portion, within the Creek channel through the Park will need to be well-coordinated with and co-designed with the stormwater detention basin. This basin will be located beneath one or two City-owned parking lots and possibly other areas within the Park. The Park property adjacent to the Creek is subject to undercutting and bank failure that restricts access to the Creek and causes downstream sediment deposition.

The Belmont Creek Restoration Project is the subject of this RFP and it contains all phases from initiation to completion of project construction.

Scope of Services

Quality Management

The City shall be responsible for ensuring that all deliverables are met. Close coordination between Consultant, City, and other City-designated member agencies throughout the course of the project is required. This will ensure that critical information for environmental analysis is available to the appropriate project team members in a timely manner. The documents shall adhere to applicable CEQA guidelines and formats.

The draft version of each deliverable will be submitted to the City for review and comment. The City will provide consolidated comments to Consultant, and these consolidated comments shall serve as the basis for the final version of the document. For technical memoranda and other deliverables, the City review period will be two to three weeks. For larger deliverables, such as an EIR, ND, MND or other lengthy documents, the City review period will be four to six weeks.

Consultant Responsibilities

- The Consultant is responsible for performing this scope in compliance with all applicable federal, state, and local laws, regulations, standards, and guidelines;
- The Consultant will submit draft deliverables in electronic format and final deliverables in both electronic and hardcopy format unless otherwise directed by the City Project Manager;
- The Consultant will prepare documents in accordance with CEQA guidelines and formats;
- The Consultant will prepare a set of 30%, 60%, 90%, and 100% construction documents and construction cost estimates for both project components, that incorporate forward-thinking design and emerging techniques in creek/stream restoration that minimize construction costs and maximize riparian benefit and recreational/ecosystem connectivity enhancements. This project may be constructed in phases;
- The Consultant will provide Quality Assurance/Quality Control (QA/QC) on all services performed by the Consultant. The Consultant is expected to work closely with the City throughout the Project to ensure critical information used for design and environmental analysis is available in a timely manner;
- All documents produced by the Consultant will be well written in standard, proper English, generally conforming to a widely accepted style consistent with the product. Should the Consultant submit a draft or final product or products with extensive errors or which is substantially incomplete, the product or products may be returned to the Consultant without complete reviews for the Consultant to make corrections and revisions and resubmit the product or products, at no additional cost to the City.
- The Consultant will ensure the technical level of writing be such that the material is fully understandable by a person without specific training in the field at hand but without compromising its value to the target audience. The target audience includes technical, managerial, executive, and senior scientist personnel in various regulatory and related government agencies. The work products will be used for regulatory permitting, policy and related issues, as well as possible follow-up research. Terms specific to various fields will either be clearly explained in the text or defined in a glossary.

Tasks

The Consultant will perform the tasks listed below, which are followed by a more detailed preliminary scope of services for the proposed work. The scope has been separated into thirteen major tasks:

Task 1.0 — Project Administration

Task 2.0 — Review Existing Background Information

Task 3.0 — Environmental Investigations, Studies, and Preliminary Engineering Evaluations

Task 4.0 — Project Description

Task 5.0 — Draft Environmental Impact Report

Task 6.0 — CEQA Public Noticing and Participation

Task 7.0 — Final Environmental Impact Report

Task 8.0 — 30% Plans, Specifications, and Cost Estimate (PS&E)

Task 9.0 — 60% PS&E

Task 10.0 — 90% and 100% PS&E of the Creek Restoration

Task 11.0 — Prepare Environmental Regulatory Permit Applications

Task 12.0 — Construction Permits and Bid Package

Task 1.0 — Project Administration

The Consultant will provide project administration services during the term of the Agreement. The Consultant's project manager will be responsible for providing any needed subcontractors, managing of the Consultant team, providing the resources to complete the job, monitoring the project budgets and schedules, providing status reports, and maintaining an efficient, effective document tracking system. Key project staff should be available for telephone consultation and team meetings (including virtual, in person, or field review meetings) throughout the duration of the Agreement on any significant issues (or potential deviations) related to the project schedule, work plan, or fees.

1.1 Prepare Schedule and Work Plan

Consultant will prepare a draft and final project work plan, including QA/QC, developed using widely accessible scheduling software. Consultant will refine the work plan and schedule based on City comments, which may produce a need for refining the detailed project work plan. Consultant will meet with the City Project Team to finalize the scope of services, budget and baseline for the project schedule.

Consultant will update the project schedule quarterly and e-mail the update to the City Project Manager. Throughout the project, Consultant will coordinate with City on all aspects of the work.

Consultant will develop a master list of project deliverables, in collaboration with the City Project Manager. This list will map out the timing of each deliverable, including submittal, review, and finalization, as well as identifying critical paths.

Deliverables

1. Quarterly or monthly progress reports

2. Detailed Project Work Plan, Schedule, and Scope in an electronic format approved by the City.
3. Master List of Deliverables

1.2 Prepare Invoices, Progress Reports and Scheduling Revisions

Consultant will submit quarterly or monthly invoices with activities and milestones, progress reports, and project schedule reports. These documents and their content will be prepared in an agreed-upon format between Consultant and City.

Deliverables

1. Quarterly or monthly invoices, status reports, and project schedule updates (electronic and paper copies).

1.3 Attend Project Management Related Meetings

Consultant will attend monthly Project team meetings. Consultant will prepare the meeting agendas, action items, and meeting notes in consultation with the City Project Manager. These meetings will be conducted at the City of Belmont. Conference calls may be substituted for in-person meetings at the discretion of the City Project Manager.

Deliverables

1. Meeting preparation materials
2. Meeting agendas
3. Meeting summary notes

1.4 Community Meetings and Outreach Events

Consultant will support the City in preparation of meeting materials, and recording of meeting notes and action items, in consultation with the City Project Manager. Consultant will attend up to seven of these meetings, which will be in close proximity to the Park.

Deliverables

1. Meeting preparation materials
2. Meeting minutes, notes, and action items

Task 2.0 — Review Existing Background Information

Consultant will work with City to identify any relevant and readily available existing project information. Consultant will then gather existing documents, memos, data, plans and policies, and other information relevant to the project. Such information may include, but is not limited to: additional hazards and hazardous materials assessments of the property(ies) involved; CEQA documents for similar facilities in the vicinity and/or other projects on the property(ies) involved; biological or cultural resource studies; data and report information specific to the project vicinity; engineering reports for the project area; other mapping, reports and documentation of special status species in the vicinity of the project site; planning documents by the affected jurisdiction(s), including relevant General Plans, Project Plans and/or Master Plans; and other relevant materials.

City will provide Consultant with all available background information and documents.

Deliverables

1. Comprehensive list of all pertinent records, data, and references of existing information
2. Environmental data and documents collected

Task 3.0 — Environmental Investigations, Studies, and Preliminary Engineering Evaluations

This task includes assessments needed to evaluate environmental impacts of the project as required by CEQA and other applicable laws and regulations. Consultant will summarize existing reports and studies where relevant to the project’s environmental analysis, and determine which areas require additional studies. Completion of Task 3.0 requires expertise in all areas related to CEQA.

3.1 Summarize Environmental Conditions Based on Existing Data

Consultant will review existing reports, plans and policies and other information relevant to the project, as identified in Task 2.0. Consultant will analyze the environmental conditions, based on existing data, focusing on relevant environmental statutes and regulations that include, but are not limited to CEQA, NEPA, the Migratory Bird Treaty Act, state and federal Endangered Species Acts, Clean Air Act, Clean Water Act, Porter-Cologne Act, California Fish and Game Code, cultural and archaeological statutes, noise ordinances, and traffic laws. These studies will be performed under an access agreement with City. Consultant will prepare a technical memorandum describing additional data requirements and environmental issues not previously identified or provided. The technical memorandum will be submitted to the Project Team for review.

Deliverable

1. Technical Memorandum #1 – Additional Data or Studies Required

3.2 Prepare Field Investigation Plan

Based on the data requirements identified under subtask 3.1, Consultant will develop a field investigation plan and submit it to the Project Team for review. These investigations may include geotechnical evaluations, hydrogeological studies, surveying, water quality impact assessments, drainage hydrology, utility research, investigation of cultural resources, traffic studies, noise studies, air quality studies, water quality studies, and other environmental considerations required under CEQA.

Deliverable

1. Technical Memorandum #2 – Field Investigation Plan

3.3 Conduct Field Investigations

Based on the results of Technical Memorandums #1 and #2, the Consultant will conduct investigations and/or studies necessary to fulfill the requirements of CEQA, and develop a bid-ready set of construction documents, with prior City approval.

Deliverable

1. Technical Memorandum #3 – Field Work Outcomes including Site Visit Survey Notes, Geotechnical Evaluations, Surveys, Photographs and Other Appropriate Documentation

Task 4.0 — Prepare Initial Study

The Consultant will prepare an Initial Study, assessing environmental issues and concerns for the Project. Consultant is responsible for the preparation of appropriate field investigations, maps, surveys, and technical reports, to be determined in consultation with Project Team through Task 3. Assessment will include description in detail of all project elements in accordance with CEQA guidelines and requirements.

Deliverables

1. Draft Project Description
2. Final Project Description
3. Draft CEQA Initial Study
4. Final CEQA Initial Study

Task 5.0 — Draft Environmental Impact Report

Assumption

An Environmental Impact Report will be the appropriate document to evaluate the environmental impacts of the Project in accordance with CEQA.

5.1 Prepare Notice of Preparation

In collaboration with City, Consultant will prepare the Notice of Preparation (NOP) as required by CEQA. Consultant, in coordination with the Project Team, will prepare a distribution list for the NOP and submit to City for review.

Deliverables

1. Distribution List
2. Draft NOP and Final NOP – One electronic copy in MS Word format required

5.2 Conduct Environmental Scoping

In collaboration with City, Consultant will schedule and plan public scoping meeting(s). At City's direction, Consultant will take the lead in conducting the public scoping meetings, presenting the project to the public, and tracking public comments received. Consultant will provide documented public comments to City.

Deliverables

1. Public scoping materials
2. Documented Public Scoping Comments in MS Word or Excel

5.3 Refine Project Description (Optional task conducted at City's discretion)

Consultant will work with the Project Team to refine the Project Description, based on the results of the scoping process, to produce a draft detailed project description for use in

the CEQA process. The revised Project Description is subject to City review and may require two (2) drafts prior to finalization.

Deliverables

1. Draft Refined Project Description
2. Revised Refined Project Description
3. Final Refined Project Description

5.4 Prepare Administrative Draft EIR, Including Mitigation Monitoring and Reporting Plan

The first EIR delivered to City will be an Administrative Draft document. The Project Team will review the Administrative Draft and provide consolidated comments to Consultant for use in preparing the Draft EIR. Documents prepared for compliance with CEQA will be prepared in such a way that the document fully satisfies CEQA requirements.

As part of the Administrative Draft EIR, Consultant will prepare a Mitigation Monitoring and Reporting Plan for the project. Required format is a matrix showing impacts, mitigation measures, timing, status, and document references.

Deliverable

1. Administrative Draft EIR, including Mitigation Monitoring and Reporting Plan – One electronic copy in MS Word format required

5.5 Prepare Draft EIR, including Mitigation Monitoring and Reporting Plan

Based on Project Team comments (consolidated into a single submittal) provided to Consultant, Consultant will revise the Administrative Draft EIR. The resulting document will be the Draft EIR, including the Mitigation Monitoring and Reporting Plan. City will review a screen check copy of the EIR to ensure that comments have been incorporated prior to printing.

Deliverables

1. Screen Check Draft EIR (electronic copy in MS Word format)
2. Draft EIR – Ten (10) bound paper copies, Ten (10) flash drives in PDF format, and one electronic copy in PDF and MS Word format required

Task 6.0 — CEQA Public Noticing and Participation

6.1 Prepare Notice of Completion

In coordination with City, Consultant will prepare the Notice of Completion for filing with the State Clearinghouse.

Deliverable

1. Draft and Final Notice of Completion – One electronic copy in MS Word format

6.2 Prepare for and Present at Public Hearing

Consultant will attend public outreach meetings and the public hearing to present the project and collect public comments on the Draft EIR. Additional support may include

responding to technical questions at the hearing. Consultant will record public comments during this meeting. The Twin Pines Parks Boosters are a project partner and will be involved the public outreach phase.

Deliverables

1. Agendas and presentations for public meetings
2. Meeting notes with public comments
3. All required CEQA documentation related to public outreach and public hearings

6.3 Respond to Public Comments

Consultant will collect and collate written public comments on the Draft EIR and provide these collated comments to the City. In collaboration with City, Consultant will prepare responses to public comments on the Draft EIR for review by City.

Deliverable

1. Draft Response to Comments. An electronic copy in MS Word format required for a screen check. This document will be part of the Final EIR, so the final version will be included under Task 7.1 – One electronic copy in MS Word format required

Task 7 — Final Environmental Impact Report

7.1 Prepare Final EIR

Based on the public comments and the Draft Response to Comments, Consultant will prepare the Administrative Final EIR, incorporating the public comments and responses and content of the Draft EIR. The Administrative Final EIR will include the Mitigation Monitoring and Reporting Plan.

Consultant will provide the Administrative Final EIR to City for review. Based on comments on the Administrative Final, the Consultant will prepare the Final EIR. City will review a screen check copy of the Final EIR to ensure that comments have been incorporated.

Deliverables

1. Administrative Final EIR – One electronic copy in MS Word format required
2. Final EIR, including the Mitigation Monitoring and Reporting Plan, Response to Comments, and technical appendices (for example, maps, GIS files, presentation materials, technical data). For the Final EIR, Twenty (20) bound paper copies, 10 flash drives with digital copy in PDF format, and one electronic copy in PDF and MS Word format required.

7.2 Prepare Findings and Statement of Overriding Considerations

In coordination with City, Consultant will prepare the CEQA Findings and Statement of Overriding Considerations (if needed), as directed. Consultant will submit the Draft Findings and Statement of Overriding Considerations to City for comment and prepare the final version of these documents based on comments resulting from that review.

Deliverable

1. Draft and Final Findings and Statement of Overriding Considerations

7.3 Prepare Notice of Determination (NOD)

Consultant will prepare the Notice of Determination, in coordination with City.

Deliverable

1. Draft and Final Notice of Determination – One electronic copy in MS Word format required

7.4 Assist with Public Hearing/Certification of FEIR

Consultant will provide support to City for the public meeting where the City Council considers the Final EIR for certification. This support may include answering technical questions at the meeting/hearing. Consultant will record public comments during this meeting and provide these to City.

Deliverable

1. Meeting notes and public comments

Task 8.0 — 30% Plans, Specifications, and Cost Estimate (PS&E)

- Design of a creek restoration, bank stabilization, stream bed improvement and native vegetation project for all of Belmont Creek within Twin Pines Park, maximizing downstream flood mitigation potential. The project's components include, but are not limited to, the following:
 - Structures and equipment to minimize erosion and maximize stream bank stability;
 - Facilities to accept/release diverted creek flow to a new detention basin
 - Riparian restoration, removal or non-native species, reintroduction of native species of flora. Some eucalypti are serving critical roles in bank stabilization and may be retained, while others may be removed and replanted with appropriate species.
 - Consideration of design of enhanced public access points for creek viewing and interaction.
 - Natural elements and materials (root wads, rip rap) to be used to stabilize the Creek channel for long-term erosion protection, and create a natural riparian area;
 - Replanting of the stream banks with appropriate native species, to achieve a natural and stable flow regime, with native wetlands vegetation that will aid in habitat enhancement for native flora and fauna;
 - Restore and improve public access to the Creek, which has been significantly impacted due to bank incising and failures;
 - A new park trail, along the restored stream bank from the Civic Center to a local trail connection.

Deliverable

1. 30% PS&E documents in electronic and paper formats as approved by the City.

Task 9.0 — 60% PS&E

Based on Project Team comments (consolidated into a single submittal) provided to Consultant, Consultant will revise the 30% PS&E Submittal to create a 60% PS&E Submittal. Reporting for 60% will include a revised outline of specifications and a preliminary bid schedule.

Deliverable

1. 60% PS&E documents in electronic and paper formats as approved by the City.

Task 10.0 — 90% and 100% PS&E of the Creek Restoration

Based on the Project Team’s consolidated comments provided to Consultant, Consultant will revise the 60% PS&E Submittal related to the Creek Restoration to create a 90% PS&E Submittal, and then based on Project Team comments, create a 100% PS&E Submittal. Final Design Documents will include final and complete drawings, cost estimate, specifications, and bid schedule.

Deliverables

1. 90% PS&E documents in electronic and paper formats as approved by the City
2. 100% PS&E documents in electronic and paper formats as approved by the City.

Task 11.0 —Environmental Regulatory Permit Applications

Consultant will prepare applications for required regional, state and federal permits and with City approval, will submit to all regulatory agencies on the City’s behalf.

Consultant shall determine the relevant regulatory agencies that must be consulted on the Project and permits necessary for the Project. Consultant shall obtain necessary permits, support which includes preparing draft permit applications, attending meetings, and providing general technical advice. Services may vary depending on the types of permitting documents required, including the following:

1. CEQA/NEPA compliance
2. Initial Study/Mitigated Negative Declaration
3. Environmental Impact Statement/Environmental Impact Report
4. Biological assessment
5. Regulatory agency permits (i.e. Army Corps of Engineers Nationwide Permit, State Regional Water Board 401 Water Quality Certification, California Department of Fish and Wildlife Streambed Alteration Agreement, Programmatic Permits, etc.)
6. Wetlands delineation
7. Habitat restoration design, implementation, and monitoring
8. Mitigation design, implementation, and monitoring
9. Construction biological monitoring
10. NPDES Municipal Regional Permit compliance
11. Area of Special Biological Significance/Special Protections compliance

Deliverables

1. Completed permit application forms and exhibits
2. Meeting(s) with permitting agencies
3. Additional data or clarifications in response to permitting agency requests

Task 12.0 — Construction Permits and Bid Package

The Consultant will work with the City to prepare all requisite construction permits, and compile Bid package documentation, in preparation for construction of the channel restoration component of the Project. Consultant shall assist in procurement of right-of-way maps, and prepare plats and legal descriptions, as needed.

Deliverables

1. Bid schedule
2. Bid package
3. Complete acquisition of construction permits

Qualifications

Contractor must possess valid licenses, certifications and insurance required by the State of California to perform this type of work during the entire duration of this contract period.

Contractor must submit with their proposal and a statement of qualifications that outlines why they are qualified to perform the work described in the scope of services section.

Contractor must have on-staff, certified personal who will respond with the all required qualifications to complete the work accurately, technically, and professionally.

Business License

All contractors doing work in the City of Belmont shall be required to obtain a business license.

Proposal Requirements

The proposal should focus on how you meet these requirements and the experience of the company/individual members of your team who will be responding to calls. Three (3) copies of the proposal should be submitted which shall include the following:

1. Approach/Workplan

Please make note of those issues you think are critical in all phases to the success of this project and your approach to resolving these issues. Provide a project schedule with milestones, deliverables, dates and a project management plan.

2. Experience

Your proposal should describe your company's experience performing this type of work for other agencies. The description should explain how this is applicable to Belmont's needs. Also, describe the experience of the employees who will be assigned to perform the work in the City of Belmont.

Provide references for the three other municipalities whom you perform these services for, with current verified telephone numbers, so that we may contact them and ask about your services.

3. Cost

Your proposal should include all costs associated with the project, including an itemized fee schedule, by task and per the above “Scope of Services”. Assumptions made should be clearly noted.

4. Agreement for Service

A sample of the City’s Master Services Agreement is attached. In this section, indicate if your firm has any issues with the City’s agreement. If there are no issues, a statement indicating that there are no comments or issues should be included.

Contract Selection

A selection committee, established by the City, will review the proposals received by the deadline, develop a short list of qualified consultant, and develop a final ranking of the most qualified proposals. Depending upon the relative quality of the proposals, the City may invite short listed firms to the interview with City staff. The City is expected to issue a contract to the firm with the highest ranking based on this evaluation criteria:

| Criteria | Points Possible |
|---|-----------------|
| Price | 35 |
| Product/System, Approach/Workplan, and Experience | 55 |
| References | 10 |
| Total Points | 100 |

A kick-off meeting with City staff to review the scope of work will be scheduled once the consultant team is selected. A site visit to the project site will directly follow the kick-off meeting.

Proposals shall be submitted on or before 4:00 pm on Friday, December 10, 2021. Please note that the proposals shall be signed, sealed, and submitted by the deadline to the Department of Public Works at 1 Twin Pines Lane, Suite 385, Belmont, CA 94002.

If there are any questions regarding this request for proposal, please contact Peter Brown at pbrown@belmont.gov, or (650) 595-7459. Email is the preferred and quickest method.

Peter Brown, Public Works Director
City of Belmont
One Twin Pines Lane, Suite 385
Belmont, CA 94002

CITY OF BELMONT
MASTER SERVICE AGREEMENT
FOR
[FIRM NAME]

The City of Belmont, a municipal corporation (hereinafter "City"), and [firm], a [insert type of business entity, i.e. an individual, a California corporation, etc] (hereinafter "Consultant") agree to perform this Master Service Agreement (hereinafter "Agreement"). City and Consultant may collectively refer to each other as the "parties."

RECITALS

- A. City requested a proposal from Consultant to perform professional services consisting of technical and professional rate service analysis and review services. It is anticipated that, as need arises for which City requires Consultant to provide services, the City will issue Task Orders to Consultant (in a form substantially similar to that set forth on Exhibit "A," attached hereto and incorporated herein by reference) which more particularly describe the scope of services to be performed.
- B. In response to the City's request for qualifications, Consultant submitted a statement of qualifications, and after negotiations, Consultant agreed to provide professional services in return for the compensation described in this Agreement and Exhibit "B."
- C. In reliance upon Consultant's representations regarding its qualifications, the City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. **SCOPE OF SERVICES.** Consultant agrees to perform professional services, particularly described in Exhibit "B" and each Task Order, in accordance with the terms and conditions in this Agreement.
- 2. **TIME FOR PERFORMANCE.**
 - 2(A). Time is of the essence in the performance of services under this Agreement. Consultant agrees to promptly commence performance and complete all required work no later than the dates set forth in each Task Order. When time for performance is not specified in the Task Order, Consultant agrees to commence and complete performance in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant agrees to submit all requests for extensions of time to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the performance due date.
 - 2(B). The City does not authorize and Consultant may not perform work except as agreed upon in a Task Order signed by the City's Authorized Representative. The City will request proposals from the Consultant for each Task Order when services are needed. The Consultant will respond with a scope and cost proposal in a reasonably prompt

manner, no later than fifteen (15) calendar days after the City's request. The proposal will include a breakdown of estimated hours and work schedule. Upon the City's approval of the terms of the proposal, the City's Authorized Representative will issue a Task Order under this Agreement.

3. PAYMENT.

3(A). Billing. In order to request payment, Consultant agrees to submit monthly invoices to the City identifying the services performed and the charges therefor (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B," attached hereto and incorporated herein by reference). The Consultant will endeavor to provide monthly invoices no later than 30 days after the end of each billing cycle (i.e., all services identified on the invoice were performed no more than 60 days prior to the date the City received the invoice). The City has no obligation to pay Consultant for services to the extent performed more than 90 days prior to the date the City receives the invoice for the services. The City will make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the satisfaction of the City.

3(B). "Not to Exceed" Compensation. The compensation payable to Consultant for the services identified in this Agreement shall not exceed the total amount identified in all Task Orders issued by the City against this Agreement. The Consultant shall only be paid for services performed under this Agreement to the extent authorized by written Task Order. No overhead or other expenses can be recovered for interim periods when the Consultant's services are not utilized by the City.

3(C). Consultant's Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the City, re-perform the services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the City, Consultant shall reimburse the City for the damages incurred (which may be charged as an offset to Consultant's payment).

4. AUTHORIZED REPRESENTATIVES.

4(A). Consultant's Representative. Consultant understands that, in entering into this Agreement, the City has relied upon the representations set forth in Consultant's proposal (as referenced in Recital "B") regarding the qualifications of the Consultant's representatives. Therefore, Consultant shall not replace any of the personnel identified in Exhibit "B" without the prior written consent of the City's Authorized Representative.

4(B). City's Authorized Representative. For the performance of services under this Agreement, the Consultant shall take direction from the City's Authorized Representative, _____, unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

5. **INFORMATION AND DOCUMENTATION.**

- 5(A). **Information from City.** The City has made an effort to provide Consultant with all information necessary for Consultant’s performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the City, and the City will provide to Consultant all requested relevant information in City’s possession unless the information is privileged from disclosure to the Consultant.
- 5(B). **Consultant’s Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant’s accounting records shall include, at a minimum, all documents which support Consultant’s costs and expenses related to this Agreement, including personnel, subconsultant invoices and payments, and reimbursable expenses. Consultant’s accounting records shall be made available to City within a reasonable time after City’s request, during normal business hours.
- 5(C). **Ownership of Work Product.** All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement (“work product”), whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant’s services, or upon demand by the City. Consultant shall have a right to make and keep copies of the work product. Consultant shall not reveal the work product, or make it available, to any third party without the prior written consent of the City.
6. **RELATIONSHIP BETWEEN THE PARTIES.** Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City’s agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.
7. **CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code sections 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by the City if it is reasonably foreseeable that the decision may have a material effect on Consultant’s economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Consultant’s conflicting interest may be terminated by the City.
8. **NONDISCRIMINATION.** Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.

9. **COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
10. **PUBLIC WORKS PROJECT.** When the preceding box is checked, the services to be performed include public works within the meaning of Labor Code Sections 1720 to 1861 and Consultant must comply state laws pertaining to prevailing wage and the requirements contained in City of Belmont Agreement Addendum Labor Code Requirements for Public Works Projects, attached and incorporated in this Agreement by reference.
11. **BUSINESS LICENSE.** Consultant shall apply and pay for a business license in accordance with Belmont City Code Chapter 12.
12. **INSURANCE.** Contractor must, throughout the duration of this Agreement, maintain insurance to cover Contractor (including its agents, representatives, subcontractors, suppliers, and employees) in connection with the performance of Work under this Agreement, including against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work. This Agreement identifies the minimum insurance levels with which Contractor must comply; however, the minimum insurance levels do not relieve Contractor of any other performance responsibilities under this Agreement (including the indemnity requirements). City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
 - 12(A). **Coverage.** Contractor must maintain insurance in the following minimum levels:
 - 12(A)(1). **Workers' Compensation.** Workers' compensation coverage as required by the State of California, with statutory limits.
 - 12(A)(2). **Commercial General Liability (CGL).** Commercial general liability with coverage at least as broad as ISO form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury in an amount not less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
 - 12(A)(3). **Employer's Liability.** Employer's liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.
 - 12(A)(4). **Automobile Liability.** Automobile liability with coverage at least as broad as ISO Form Number CA 0001 covering Code 1 (any auto) in an amount not less than \$5,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing services hereunder).

- 12(B). Additional Coverage.** Contractor may carry, at its own expense, any additional insurance it deems necessary or prudent. If Contractor maintains higher levels than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum levels of insurance and coverage shall be available to the City.
- 12(C). Insurer Qualifications.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- 12(D). Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:
- 12(D)(1).** Contractor must reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or,
 - 12(D)(2).** Contractor must provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 12(E). Subrogation Waiver.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
- 12(F). Evidence of Coverage.** Concurrently with the execution of this Agreement, Contractor must furnish City with original certificates and amendatory endorsements, or copies of information or declaration page listing all policy endorsements of the insurance required hereunder. However, failure to obtain the required documents before the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- 12(G). Endorsements.** The insurance policies must be endorsed as follows:
- 12(G)(1).** For commercial general liability and automobile liability insurance, the City (including its elected officials, employees, and agents) must be named as an additional "insured". The endorsement must include liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of Contractor. For commercial general liability, the policy must be endorsed with a form at least as broad as ISO form CG 20 10, GC 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.

12(G)(2). Contractor’s insurance is primary to any other insurance (including self-insurance) available to the City (including its elected officials, employees, and agents) with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Contractor’s insurance and shall not contribute with it.

12(G)(3). No policy shall be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City by first class mail.

12(H). Claims Made Policies. If any required coverage is made on a claims-made form:

12(H)(1). The “Retro Date” must be shown, and must be before the date of the contract or the beginning of contract work.

12(H)(2). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

12(H)(3). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

12(H)(4). A copy of the claims reporting requirements must be submitted to City for review.

12(H)(5). If the services involve lead-based paint or asbestos identification/remediation, Contractor’s Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Contractor’s Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

12(I). Subcontractors. Contractor must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor must ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors must provide coverage with a format least as broad as CG 20 38 04 13.

13. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager’s office by email at Finance@Belmont.gov, and Consultant shall promptly submit to the City’s Risk Manager and the City’s Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

14. INDEMNIFICATION. Consultant shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and

including court costs and attorney’s fees) resulting or arising from Consultant’s willful or fraudulent misconduct or negligent acts, or failure to perform, under this Agreement.

15. **TERM OF THE AGREEMENT.** The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit “A” and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen (15) days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit “B” or the maximum amount authorized under paragraph 3 of this Agreement.
16. **DEFAULT.** If either party (“demanding party”) has a good faith belief that the other party (“defaulting party”) is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.
17. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered or mailed to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party’s Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

To: City

Peter Brown
Public Works Director
City of Belmont
One Twin Pines Lane, Suite 385
Belmont, CA 94002

To: Consultant

[name]
[title]
[address]

18. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
19. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties’ intent under this Agreement.

20. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.
21. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
22. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
23. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
24. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
25. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
26. **EACH PARTIES' ROLE IN DRAFTING THE AGREEMENT.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
27. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF BELMONT

By: _____
Afshin Oskoui, City Manager

Date: _____

APPROVED AS TO FORM

Scott M. Rennie, City Attorney

CONSULTANT
[firm name]

By: _____

(print name) (print title)

Date: _____

By: _____

(print name) (print title)

Date: _____

Tax ID No.: _____

**EXHIBIT “A”
SAMPLE TASK ORDER**

TASK ORDER NO. [INSERT TASK NO.**]
MASTER SERVICE AGREEMENT
[FIRM NAME]**

The City of Belmont ("City") and [firm] ("Consultant") agree to perform this Task Order No. _____ ("Task Order").

RECITAL

City and Consultant entered into an agreement entitled Master Service Agreement ("Agreement"), by which the Consultant agreed to perform professional services in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.
2. **SCOPE OF TASK ORDER.** Consultant agrees to perform the services described in Exhibit "1," attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the Agreement.
3. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement, in an amount not to exceed \$_____ (including all hourly billings as well as reimbursable costs). The Consultant agrees to notify the City before incurring billable costs in excess of 95% of the not to exceed amount.
4. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to execute this Task Order on behalf of the respective party to this agreement.

IN WITNESS WHEREOF, the City and Consultant agree to the full performance of the terms set forth herein.

CITY OF BELMONT

By: _____
Afshin Oskoui, City Manager

Date: _____

APPROVED AS TO FORM

Scott M. Rennie, City Attorney

FUNDING VERIFIED

Grace Casteneda, Finance Director

CONSULTANT

By: _____

(print name) (print title)

Date: _____

By: _____

(print name) (print title)

Date: _____

**EXHIBIT “B”
SCOPE OF SERVICES AND BILLING RATES**

The Consultant shall provide _____ professional services, as more particularly described in individual Task Orders to be issued by the City in accordance with the terms of the Agreement. The Authorized Representatives of the Consultant and the City for each task shall be identified on each Task Order.

The Consultant’s team authorized to perform the professional services under this Agreement, and the corresponding hourly billing rate for each, are:

| | |
|----------|-----------------|
| [person] | \$[hourly rate] |
|----------|-----------------|

In addition to the specific individual listed above, other team members who have been approved in writing by the City’s Authorized Representative to perform services under a specific Task Order are authorized to perform the professional services under this Agreement at the following billing rates. Where a range of rates is indicated below, the rate that may be charged must be specified on a task order and approved by the City’s Authorized Representative.

The Consultant may revise the billing rates above set not earlier than July 1, 2020 and not more than once per fiscal year (July 1 to June 30) thereafter, by providing at least 30 days prior written notice to the City. The amount of any such increase shall not exceed the lesser of: (a) 3%, or (b) the annual percentage increase in the Consumer Price Index for San Francisco-Oakland-San Jose.

Billing shall be provided in increments not greater than 1/10th of an hour.

Unless specifically authorized by a Task Order, or unless the Consultant obtains prior approval from the City’s Authorized Representative, the Consultant shall not bill the City for:

- (1) Internal administrative costs such as secretarial services, word processing, local telephone service, computer assisted research, or general overhead.
- (2) Travel expenses outside the Bay Area.
- (3) An annual audit letter (if requested by the City or its auditor).

In addition to billing for services based on the hourly rates set forth above, the Consultant is authorized to bill the City for reimbursement of its actual costs directly related to the services; provided that the total billing (for hourly services and reimbursable costs) shall not exceed the amount identified in each Task Order, and provided that the Consultant either: (a) obtains the approval of the City’s Authorized Representative prior to incurring the costs, or (b) the costs fall into one of the following categories:

- (1) Travel expenses within the Bay Area.
- (2) Copying costs, at \$0.10 per page.
- (3) Actual costs of mailing.