



**REQUEST FOR PROPOSALS**

## **Transportation Demand Management (TDM) Strategic Plan**

Date Released: February 1, 2024

City of Burlingame  
Community Development Department  
501 Primrose Road  
Burlingame, CA 94010  
[www.burlingame.org](http://www.burlingame.org)

**Proposals must be received by 5:00 p.m. PST on March 7, 2024**

# CITY OF BURLINGAME

## TRANSPORTATION DEMAND MANAGEMENT (TDM) STRATEGIC PLAN

### **A. Introduction**

The City of Burlingame proposes to develop a Transportation Demand Management (TDM) Strategic Plan that will provide strategies that reduce overall vehicle trips and encourage the use of transportation modes that reduce VMT and greenhouse gas emissions. The plan would establish specific TDM guidelines and requirements that encourage travel by a variety of modes for residents, employees and visitors, focusing different strategies in different parts of the community as appropriate to promote sustainability and economic development. The effort would also be intended to provide consistency with the City/County Association of Governments (C/CAG) of San Mateo TDM Policy.

This scope assumes a citywide project with a focus on key activity centers (Downtown, Broadway Station Area, North Rollins Road Station Area, North El Camino Real Station Area) and major corridors (El Camino Real, Old Bayshore Highway, Airport Boulevard).

**All Proposals shall be submitted to the City no later than 5:00 p.m. Pacific Standard Time (PST) on March 7, 2024.**

### **B. Community Background**

The City of Burlingame is located on the San Francisco Peninsula, about 10 miles south of San Francisco. Today the City has an incorporated area of approximately six square miles and an estimated population of 30,576. The City has a Council/Manager form of government, with a five-member Council and seven-member Planning Commission.

Burlingame is known for its high residential quality of life and is often referred to as the “City of Trees.” Industrial growth was spurred in the 1960s and 1970s by proximity to the San Francisco International Airport, and today the city has a substantial employment base. The City’s General Plan was updated in 2019, and since that time there have been numerous applications for large-scale multifamily and commercial development projects that have contributed to the city’s growth. Individual development projects have implemented project-specific TDM programs, but the City lacks a citywide TDM strategy.

### **C. Scope of Work: TDM Strategic Plan**

#### **Task 1 Project Admin & Management**

This task focuses on the administrative requirements of the project and can be used to determine the project’s protocols and expectations. Activities under this task include:

- Consultant will facilitate a project kick-off meeting and provide an agenda to review project goals, communication protocols, schedule, deliverables, and

meeting dates.

- A Project Management Plan will be developed following the kick-off meeting to detail decisions made at the kick-off meeting.
- Bi-weekly Consultant/City Project Managers should be held to discuss on-going progress and address any scope, schedule, or budget issues as they arise.
- Consultant shall prepare monthly invoices and/or progress reports.

*Deliverables include:*

- *Draft and final project kick-off agenda*
- *Draft and final Project Management Plan*
- *Bi-weekly check-in meetings between Consultant/City Project Manager with meeting minutes/action items*
- *Invoices*

## **Task 2 Stakeholder Outreach and Community Participation**

This task identifies approach and activities to engage and outreach with the community on TDM. Consultants are highly encouraged to create a Stakeholder Engagement Plan that documents the types of audiences the outreach will engage with and the activities and meetings the consultants will hold or lead. The activities should be tailored to surface what TDM strategies are of most interest and/or are effective for residents, visitors and businesses to use alternative modes of transportation. Elements of this task may include:

- Developing an outreach/participation plan
- Hosting pop-up input events near the selected activity centers and organizing stakeholder or community-based organization meetings to hear from people who may not normally participate in city-led planning processes.
- Preparing materials to be posted on the City's website, social media, and developing a virtual web-map or similar platform to hear from people who may not be able to attend in-person events.
- Presenting to City staff, Traffic Safety & Parking Commission, Chamber of Commerce, and/or City Council
- Summarizing the outreach activities and findings

*Deliverables include:*

- *Draft and final Outreach Participation Plan*
- *Three (3) pop-up events*
- *Two (2) focused stakeholder or community-based organization meetings*
- *Materials and presentation to two (2) commission or City Council meetings*
- *Draft and final webpage and social media blast content*
- *Virtual web-based community input tool*
- *Draft and final outreach summary and findings*

## **Task 3 Existing Conditions/Baseline Report**

### 3.1 Existing TDM policies and programs

The Consultant will review existing TDM programs and related policies in the city, county and peer agencies in the region to identify what types of measures have been implemented, and to understand the obstacles and opportunities to implementing TDM measures. Key activities include:

- Identify existing TDM policies and programs, and evaluate their success and limitation
- Review current TDM programs' and policies' relationship with transportation programs, policies, and zoning
- Identify possible sub-areas or focus zones that could use targeted strategies such as downtowns, business districts, or mixed-use areas
- Review applicable plans such as the Bicycle and Pedestrian Master Plan, and initiatives such as the El Camino Real Renewal.

### 3.2 Existing Travel Conditions

The Consultant will document transit service, bicycle, and pedestrian networks to help inform an opportunities analysis in Task 4.2, including spatial analysis of transit, bike, and pedestrian facilities and the built environment.

*Deliverables include:*

- *Existing Travel Conditions report with visuals*

## **Task 4 TDM Strategies Report**

### 4.1 Goals, Objectives and Evaluation Criteria

This task develops performance goals, measures and an evaluation for the TDM Strategic Plan. Goals will serve to set a vision for TDM and the parking system in the City. Performance measures will establish appropriate, quantified metrics to track progress within these goals and the evaluation process will outline how the City will track the plan's progress. Best practice TDM standards and resources should be referenced but no custom standards are proposed.

*Deliverables include:*

- *Goals and performance measure matrix*
- *Technical memo documenting performance goals, measures and evaluation process*

### 4.2 Strategy research and analysis

Using the information gathered from Tasks 2, 3 and 4.1, and input received to date, the Consultant will draft a TDM Strategies Report that recommends potential context-sensitive and equitable TDM measures, practices, projects, and programs. The strategies should consider at least three Strategy components: 1) TDM for developers & employees; 2) Increased mobility; and 3) Transit first. Additionally, at least one, if not

several goals from the Goals & Objectives section should correspond with each of the strategies set forth in this Report. The Report will also evaluate and discuss potential effects (both positive and negative) on the transportation network of the city, the effects on downtown mobility, and the community at-large. When available, the Consultant should provide case study references for each new TDM and parking-related recommendation. The Consultant shall rank effectiveness and difficulty of implementing TDM strategies and present a recommended prioritization list for implementation.

*Deliverables include:*

- *TDM Strategies report*
- *Prioritized list of TDM strategies for implementation*

#### **Task 5 Draft and Final TDM Strategic Plan**

The Consultant will prepare a draft and final report collecting previously developed technical memorandums into a final, public document.

*Deliverables include:*

- *Draft and Final TDM Strategic Plan*

#### **D. Budget**

To date, \$110,000 has been allocated from a San Mateo County Transportation Authority Alternative Congestion Relief/Transportation Demand Management Grant plus City matching funds. If additional funds are needed, the City commits to identifying and securing the funding.

#### **E. Proposal Submittal Requirements**

Each consultant who responds to this Request for Proposals (RFP) is required to submit the information listed below. The consultant shall submit one (1) PDF copy with the consultant's name and the description "City of Burlingame, Proposal for TDM Strategic Plan" in the email subject line.

Email the PDF copy to: [kgardiner@burlingame.org](mailto:kgardiner@burlingame.org)

You may inquire regarding receipt of the PDF copy by calling 650-558-7253.

The information provided should be **concise and relevant**, and shall conform to the following requirements:

1. Transmittal Letter: The transmittal letter shall identify the name, address, phone number, and email address of the person that is authorized by the firm to enter into contracts with the City of Burlingame, and shall be signed by said person. In

addition, the Consultant shall disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist relative to the services to be provided. If a firm does not have any conflicts, a statement to that effect shall be included. Also include years in business, and number of employees. Indicate if the Consultant was involved with any litigation in connection with prior projects. Include a brief statement affirming that the proposal terms shall remain in effect for 90 days following the date of submittal.

2. Overview and Firm Qualifications: The Consultant shall include a description of the firm and shall describe the firm's overall expertise to prepare TDM plans.
3. Responsible Personnel: List the Principal-in-Charge, Project Manager, and key project staff available for the various work activities. A concise statement of qualifications and experience of each person is required. An organization chart is not required. It is expected that the personnel listed at the time of RFP submittal shall be substantially the same throughout the term.
4. References: Include the names and contact information of at least three (3) agencies that the Consultant currently or has previously consulted for in the past five (5) years.
5. Schedule: Describe the schedule for each proposed task and subtask described in the Scope of Work. The proposed project schedule should be provided in a timeline chart that highlights anticipated internal meetings with staff or community stakeholders, meeting dates, and key milestones. Staff review and City Council adoption shall be accounted for in the schedule.
6. APPENDIX: Cost Schedule: Prepare a clear and comprehensive cost schedule based on time and materials, including a maximum "not to exceed" dollar amount with a detailed cost estimate by task and personnel, that shows the subtotal for each task and each staff person, and includes any direct costs. Include a billing rate schedule by for all positions and classifications of individuals involved, including rates for Consultants, any sub-consultants and reimbursable expenses. The schedule should clearly explain all billable costs related to the services provided.

Questions regarding this RFP may be emailed to Community Development Director Kevin Gardiner at [kgardiner@burlingame.org](mailto:kgardiner@burlingame.org) through **February 15, 2024**. Answers will be provided to all parties receiving this RFP no later than February 22, 2023.

## **F. Proposal Terms**

By submitting a Proposal, the Consultant agrees to the following items:

1. Standard Professional Services Agreement: Consultants will be required to enter into a Professional Services Agreement (Agreement), which is available in "Exhibit 1,

Standard Form of Professional Services Agreement”, and provide the level of insurance prescribed by the “Insurance Requirements” in Exhibit 2 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.

Upon acceptance of the Proposal, the City 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 City Manager.

2. Insurance Requirements: Consultants will be required to obtain and keep, for the duration of the program, Commercial General Liability, Automobile Liability, Employer’s Liability, and Professional Liability Insurance in the amounts and pursuant to the requirements specified in Exhibit 2, “Insurance Requirements”, of this RFP.
3. Proposal Costs: The City 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.
4. Selection of Consultant(s): This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified proposer, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.
5. Award of Agreement(s): If the City determines, after further evaluation and negotiation, to award Agreement(s), a Professional Services Agreement in standard City form shall be sent to the successful Proposer for the Proposer’s signature. No proposal shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both the selected Administrator and the City. Liability and workers’ compensation insurance in standard City form shall be required for the selected administrator and any subcontractors.
6. Retention and Use of Proposals: The City reserves the right to retain all Proposals, as well as any reports, data, or other material prepared or assembled by bidder and submitted to City in response to this RFP, and to use any idea in any response regardless of whether that response is selected.
7. 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 City if requested under the Public Records Act without further notice; and (2) the Consultant agrees to indemnify and hold harmless the City for release of such information.

**G. Tentative RFP Schedule**

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

<b>Event</b>	<b>Estimated Date</b>
RFP Release Date	February 1, 2024
Deadline to Submit Questions	February 15, 2024
Release of City’s Responses to Questions	February 22, 2024
Proposal Submission Due	March 7, 2024 at 5:00 p.m. PST
Interviews with Highest Ranked Proposers (as necessary)	Week of March 18, 2024

*Timeline is tentative and for informational purposes only.*

**H. Selection Criteria and Process**

All Proposals will be evaluated by a City Selection Committee (Committee). The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein.

Responding firms will be evaluated based on the following criteria:

1. **Completeness of Response**: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified in “Section D – Proposal Submittal Requirements” above, will be considered incomplete and will receive no further consideration.
2. **Qualifications & Experience**: Relevant experience, specific qualifications, and technical expertise of the firm and any sub-consultants.
3. **Personnel**: Relevant experience, specific qualifications, and technical expertise of the key personnel.
4. **Cost Control and Budgeting Methodology**: Proposer has a system or process for



managing cost and budget. Evidence of successful budget management for a similar project.

5. Review of References: References have been provided with the names of at least three (3) agencies that the Consultant currently or has previously consulted for in the past five (5) years.

The top proposers will be invited to an interview. The interview will help to clarify each proposal and the consultants' project understanding, communication skills, innovative ideas, and solutions. Based upon the interview and review of references, the top-ranked consultant(s) will be recommended to the City Council.

#### **I. Reservation of Rights**

This RFP does not commit the City to award a contract to or enter into an agreement with any proposer. Nor does this RFP commit the City to pay for any costs incurred in the preparation and submission of responses to this RFP. Furthermore, the City reserves the right to:

- Reject any, all, or none of the proposals
- Negotiate with any, all, or none of the proposers
- Remedy technical errors in the RFP process
- Cancel this RFP and / or Issue subsequent RFPs
- Postpone award of any agreement for its convenience

#### **J. Exhibits**

- Exhibit 1 - Professional Services Agreement
- Exhibit 2 - Insurance Requirements
- Exhibit 3 - Previous Development Impact Fee Study

## EXHIBIT 1

### STANDARD FORM OF PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is by and between \_\_\_\_\_ (“Administrator”) and the City of Burlingame, a public body of the State of California (“City”). Administrator and City agree:

1. **Services.** Administrator shall provide the Services set forth in Exhibit A, attached hereto and incorporated herein.
  
2. **Compensation.** Notwithstanding the expenditure by Administrator of time and materials in excess of said Maximum compensation amount, Administrator agrees to perform all of the Scope of Services herein required of Administrator for \$ \_\_\_\_\_, including all materials and other reimbursable amounts (“Maximum Compensation”). Administrator shall submit invoices on a monthly basis. All bills submitted by Administrator shall contain sufficient information to determine whether the amount deemed due and payable is accurate. Bills shall include a brief description of services performed, the date services were performed, the number of hours spent and by whom, a brief description of any costs incurred and the Administrator’s signature.
  
3. **Term.** This Agreement commences on full execution hereof and terminates on \_\_\_\_\_ unless otherwise extended or terminated pursuant to the provisions hereof. Administrator agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence. Time extensions for delays beyond the Administrator’s control, other than delays caused by the City, shall be requested in writing to the City’s Contract Administrator prior to the expiration of the specified completion date.
  
4. **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement is the professional reputation and competence of Administrator. Neither this Agreement nor any interest herein may be assigned or subcontracted by Administrator without the prior written approval of City. It is expressly understood and agreed by both parties that Administrator is an independent contractor and not an employee of the City.
  
5. **Insurance.** Administrator, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the City, the insurance coverages specified in Exhibit B, "City Insurance Requirements," attached hereto and incorporated herein by reference. Administrator shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance to City.
  
6. **Indemnification.** Administrator shall indemnify, defend, and hold City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Administrator, its employees, subcontractors, or agents, or on account of the performance or character of the Services,

except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Administrator to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify City shall be limited to that allowed pursuant to California Civil Code section 2782.8. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Administrator from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7. **Termination and Abandonment.** This Agreement may be cancelled at any time by City for its convenience upon written notice to Administrator. In the event of such termination, Administrator shall be entitled to pro-rated compensation for authorized Services performed prior to the effective date of termination provided however that City may condition payment of such compensation upon Administrator's delivery to City of any or all materials described herein. In the event the Administrator ceases performing services under this Agreement or otherwise abandons the program prior to completing all of the Services described in this Agreement, Administrator shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement. Administrator shall be paid for the reasonable value of the authorized Services performed up to the time of Administrator's cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

8. **Ownership of Materials.** All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of City. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this Section, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use. Upon City's request, Administrator shall execute appropriate documents to assign to the City the copyright or trademark to work created pursuant to this Agreement. Administrator shall return all City property in Administrator's control or possession immediately upon termination.

9. **Compliance with Laws.** In the performance of this Agreement, Administrator shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the City. Administrator warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Administrator, its employees, agents, or subcontractors by law, Administrator warrants that such license has been obtained, is valid and in good standing, and Administrator shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

10. **Conflict of Interest.** Administrator warrants and covenants that Administrator presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which

will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Administrator shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Administrator further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

11. **Whole Agreement and Amendments.** This Agreement constitutes the entire understanding and Agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or any previous written or oral Agreements between the parties with respect to all or any part of the subject matter hereof. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement may be amended only by a written document, executed by both Administrator and the City Manager, and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend certain terms and conditions of this Agreement. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

12. **Capacity of Parties.** Each signatory and party hereto warrants and represents to the other party that it has all legal authority and capacity and direction from its principal to enter into this Agreement and that all necessary actions have been taken so as to enable it to enter into this Agreement.

13. **Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

14. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth in Exhibit A; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier ("Courier"), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine's acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

15. **Miscellaneous.** Except to the extent that it provides a part of the definition of

the term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction of interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.

Capitalized terms refer to the definition provide with its first usage in the Agreement.

When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.

The terms “shall”, “will”, “must” and “agree” are mandatory. The term “may” is permissive.

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.

Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.

**IN WITNESS WHEREOF**, Administrator and City execute this Agreement.

CITY OF BURLINGAME

CONSULTANT

501 Primrose Road  
Burlingame, CA 94010

Name \_\_\_\_\_  
Address \_\_\_\_\_

## EXHIBIT 2

### INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 12 04 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this program/location or the general aggregate limit shall be \$2,000,000.
  
1. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  
2. **Workers' Compensation insurance** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  
3. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### ***Additional Insured Status***

**The City, its officers, officials, employees, and volunteers are to be covered as insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor and on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

#### ***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

***Waiver of Subrogation***

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said 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 effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

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 City.

***Claims Made Policies*** (note- should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
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.**
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

***Verification of Coverage***

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT 3**

Previous Development Impact Fee Study

February 13, 2008