



**REQUEST FOR PROPOSALS FOR  
PROFESSIONAL SERVICES FOR THE DEVELOPMENT  
OF BURLINGAME COMPREHENSIVE SAFETY ACTION PLAN**

Date Released: March 6, 2024

City of Burlingame  
Public Works Engineering  
501 Primrose Road  
Burlingame, CA 94010  
[www.burlingame.org](http://www.burlingame.org)

**Proposals must be received by 4:00 p.m. PST on March 25, 2024**

# CITY OF BURLINGAME

## BURLINGAME COMPREHENSIVE SAFETY ACTION PLAN

### **GENERAL**

The City of Burlingame is requesting from qualified professional engineering consulting firms (hereinafter called Consultant), a proposal for the development of a Comprehensive Safety Action Plan including community outreach and professional engineering design services as a turnkey approach as described herein.

The City will be receiving proposals for this project via the PB System™, a fully automated, web-based vendor and bid management system. Those wishing to submit a proposal should visit <https://pbsystem.planetbids.com/portal/46106/portal-home>, to register, download documents, and submit their proposal.

**All proposals must be uploaded to the PB System™ before 4:00 P.M. on Monday, March 25, 2024.**

### **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 several commissions including Traffic Safety and Parking 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 similarly the City’s Bike/Ped Master Plan was approved by the City Council in 2019 identifying several bike/ped capital improvements priorities of which many have been implemented by the City. However, the City has not yet developed a Vision Zero Policy/Action Plan and Local Roadway Safety Plan.

As a result, the City Council has prioritized developing a Vision Zero Goal/Policy, a Vision Zero Action Plan and a Local Roadway Safety Plan as part of its several major initiatives Citywide. This integrated plan is focused on eliminating fatal traffic crashes that affect all transportation modes including motorists, pedestrians, bicyclists and transit riders. Through the action plan, we will analyze historic crash data, compile proven countermeasures, identify and prioritize projects, and recommend safety projects for implementation. The City Council has established a joint Subcommittee consisting of two City Councilmembers and two Traffic Safety and Parking Commissioners to guide the development of the Plan. The successful consultant team is expected to coordinate and work closely with the Joint City Council-TSPC Subcommittee to develop the Comprehensive Safety Action Plan and outreach to the community.

Additionally, the City of Burlingame has received SS4A (Safe Streets For All) federal grant funding to undertake the development of the plan. The purpose of this Request for Proposal (RFP) is to seek a consultant to assist the City of Burlingame (the “City”) with the development of a Comprehensive Safety Action plan (the “Plan”) that integrates a Vision Zero Action Plan and a Local Roadway Safety Plan to further its goals of reducing fatalities and severe injuries on its roadways.

The Plan should account for the existing Bicycle and Pedestrian Master plan and other overlapping regional efforts. It should also be tailored to Burlingame’s specific needs and issues by providing safety data analysis, community-wide stakeholder engagement, selection of emphasis/high priority areas, and associated recommendations for improvements. The process will help the City Council prioritize potential future safety policy updates and improvements to local streets. The scope of work identified in the RFP reflects this approach and will ensure the consultant’s work satisfactorily meets requirements set by the Federal Highway Administration (the “FHWA”).

This effort will involve a robust community engagement and outreach, including working with the City Council, City’s Traffic Safety & Parking Commission, Relevant Commissions, affected City departments, schools, as well as direct engagement with residents, employees, business owners, senior citizens, and other stakeholders. Engagement should prioritize gathering input from hard to reach and vulnerable populations within the City and residents of neighboring jurisdictions who use City streets.

Since the work involved in this effort entails significant work involving traffic engineering studies, analysis, recommendations, and community education and outreach services, the City welcomes the consulting firm to either provide all the necessary services via in-house expertise, or by teaming up with different firms as appropriate.

### **SCOPE OF WORK/SERVICES**

The project scope of work will consist of but will not be limited to the following:

- Public and stakeholders Outreach Strategy and detailed work plan.
- Coordination Plan with Stakeholders.
- Consistency with existing city and regional plans.
- Traffic Studies including but not limited to analysis of traffic safety data, lighting needs assessments, and other recommendations as applicable .
- Establishment of existing base line conditions and identification of emphasis areas, and development of Vision Zero Goals.
- Concept Designs, cost estimates and recommended prioritization strategies
- Interactive project website for public outreach and seeking input.
- Recommendation of a Citywide Vision Zero Action Plan to achieve desired outcomes.

Proposers should provide a recommended scope of work that addresses the objectives of this project, including identifying creative and cost-efficient approaches to delivering this scope of work. The City welcomes consulting firms to offer additional recommendations for scope of work if they believe is needed based on their prior successful experiences. Furthermore, consulting firms proposing this project shall adhere to, and comply with federal regulations pursuant to the SS4A grant program.

The consultant should recommend potential additional data items to collect. This data should include items necessary to conduct systemic safety analysis. It may also include qualitative data collection efforts, such as walk audits or intercept surveys, which could be supported by City staff and volunteers, to help provide additional context for other data. Consultants should recommend the most useful data sources that will help advance the City’s Vision Zero goals.

The report should be compelling and easy to understand for decision makers and the general public.

**Project Schedule and Consultant Selection**

(Following dates are *tentative*)

Proposal Due .....	March 25, 2024
Consultant Interviews (if necessary) .....	Week of April 8, 2024
Consultant Selection .....	April 15, 2021
Finalize Scope .....	April 22, 2024
Contract Award .....	May 6, 2024
Beginning of Work .....	May 2024
Draft Action Plan .....	January 2025
Final Action Plan .....	Summer 2025

**PROPOSAL REQUIREMENTS**

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

The proposal should include the following components. The *suggested* maximum number of pages is specified for each component, including graphics pages. The proposal shall comply with the following criteria. The proposal should be brief and concise.

- Cover letter (1 page)
- Organization Chart (3 pages)
  - Identify principal-in-charge, project manager, project engineer, sub-contractors, and other team members proposed for this Project.

- Statement of Qualifications (SOQ) (*10 pages*)
  - Summary of firm information
  - Information regarding Consultant team's experience on similar projects performed within the last five years. Detailed information on the team members' role, experience, qualifications, licenses, and responsibilities should be described in the SOQ.
  - Personnel working on City's projects shall either possess a California Professional Civil Engineering license or work under the direction of a Professional Civil Engineer.
  - References for each example project. Please list a minimum of five relevant projects, for sewer and for water, which were performed within the past five years.
  - Resumes of proposed key team members to be assigned to this Project.
  - Statement that the firm complies with current prevailing wage guidelines set forth by the California Department of Industrial Relations for construction labor services.
  
- Work Plan and Project Approach (*8 pages*)
  - Identify management approach, methodology, relevant project issues for the entire Project.
  - Address and describe in detail how you will accomplish the suggested scope of work that includes all the tasks identified in this RFP.
    - Specify the anticipated amount of time and level of expertise that will be needed from City staff.
    - Address quality control and project specific criteria identified in this RFP.
  
- Project Schedule (*4 pages*)
  - Propose project schedule and indicate critical dates and other information in sufficient detail for the City to determine if the time frames are reasonable.
  - Identify the project schedule including meetings, reports, deliverables, agency and utility reviews and submittal dates.
  
- Project expenditure (*1 page*)
  - Present a proposed method, based on the above information, to track and report Consultant's work and expenditure progress on a monthly basis.
  
- Contract Agreement
  - The consulting firm shall state in the proposal its willingness to accept the terms and conditions in the City's standard Professional Service Agreement for contract services, see enclosed sample (Exhibit B).

## **COST PROPOSAL AND PAYMENT**

The cost proposals for each project shall be submitted separately within sealed envelopes, plainly marked, and shall include the following:

A spreadsheet which shows the dollar cost per task for each staff project personnel proposed

for the project. The format shall indicate the total dollar cost for each task (row total) and the total dollar cost for each staff project personnel (column total), and the total not-to-exceed fee for the project. The spreadsheet shall also include, in a similar format, lump sum costs for proposed subcontractor work.

Fees paid to consultant will be on a time and materials basis as justified by “percent of work completed” up to the negotiated maximum amount per signed contract. Any extra work deemed necessary by the Consultant must be pre-approved and authorized by the City in writing. No payment will be made for any unauthorized work performed by the Consultant or sub-consultants.

### **INSURANCE REQUIREMENTS**

The selected Consultant will be required to furnish evidence of insurance, as specified in the City’s standard Professional Service Agreement.

### **CONSULTANT SELECTION PROCESS**

The selection of the most suitable Consultant will be determined by a City review committee. The committee will make its selection by ranking the proposals based on the following:

- Project understanding
- Comprehensiveness of the response to the RFP
- Work Plan / Scope of Work details for the Project
- Creativity and Professionalism
- Local knowledge of local and regional plans
- Qualifications and experience of key personnel and other team members (including sub-consultants) proposed for this Project.
- Past successful performance on similar projects and quality of work
- Past successful performance in meeting schedules such as critical paths, quality of work, and client/agency/community coordination
- Firm’s plan to manage cost control/procedures and plan to report project status to the City.

It is important that all items listed to be included in the proposal. Proposals which do not comply with all the requirements or meet the deadline may not be considered. The City reserves the right to reject any or all proposals without qualifications, and to negotiate specific requirements and costs using the selected proposal as a basis.

After reviewing all proposals, the City will select the most suitable Consultant for the Project. Final Scope of Work and Fee shall be negotiated and executed with the selected Consultant prior to Contract Award. If negotiation is unsuccessful, the next most qualified Consultant will be contacted, and so on. City staff will make recommendations to the City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a

contract is executed.

The City reserves the right to reject any or all proposals and to waive any and all irregularities to choose the firm which, in the City's opinion, best serves the City's interests.

For questions and additional information about this Request for Proposal, contact Michael Tsai, Transportation Engineer, at [mtsai@burlingame.org](mailto:mtsai@burlingame.org).

Sincerely,

Michael Tsai  
Transportation Engineer

Enclosed: Exhibit A – Professional Services Agreement (Sample)

**EXHIBIT A**

**AGREEMENT FOR PROFESSIONAL SERVICES  
WITH XXXXXX  
FOR THE XXXX PROJECT**

**CITY PROJECT NO. XXXXX**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Burlingame, State of California, herein called the "City", and **XXXXX** engaged in providing **Professional Engineering** services herein called the "Consultant".

**RECITALS**

- A. The City is considering for consultant to provide XXXXX services to assist the City with XXXX (Project).City Project No. [XXXXX].
- B. The City desires to engage a professional engineering consultant to provide assistance with public relations because of Consultant's experience and qualifications to perform the desired work, described in Exhibit A.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

**AGREEMENTS**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- i) Scope of Services. The Consultant shall provide professional engineering services such as XXXXXXXX and as detailed in "Scope of Services" of the attached Exhibit A of this agreement.
- ii) Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement with completion of all work by XXXXXX, 2024.
- iii) Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a City of Burlingame business license.



- iv) Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
  
- v) Information/Report Handling. All documents furnished to Consultant by the City and all reports and supportive data prepared by the Consultant under this Agreement are the City's property and shall be delivered to the City upon the completion of Consultant's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before such release. The City acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at City's risk, unless Consultant expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
  
- vi) Compensation. Compensation for Consultant's professional services shall not exceed \$XXXXX; and payment shall be based upon City approval of each task.  
  
Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.
  
- vii) Availability of Records. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the City at the Consultant's offices during business hours upon written request of the City.
  
- viii) Project Manager. The Project Manager for the Consultant for the work under this Agreement shall be Mike Vasquez, P.E., P.L.S.
  
- ix) Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the City.
  
- x) Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City: XXXX  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010

To Consultant: XXXX., Principal Engineer  
XXXXX  
501 Primrose Road  
Burlingame, CA 94010

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to City.

- xi) Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- xii) Conflict of Interest. Consultant understands that its professional responsibilities is solely to the City. The Consultant has and shall not obtain any holding or interest within the City of Burlingame. Consultant has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify City of this employment relationship, and shall, at the City's sole discretion, sever any such employment relationship.

- xiii) Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment

opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

xiv) Insurance.

A. Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: One million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage in a form at least as broad as ISO Occurrence Form CG 0001.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than two million dollars (\$2,000,000) each claim/aggregate sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.
- iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

B. General and Automobile Liability Policies:

- i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the

professional liability insurance required for professional errors and omissions.

- ii. The Consultant's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Workers' Compensation and Employers Liability Coverage:

- i. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- ii. The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Company for the City of Burlingame.

D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business in the State of California.

- F. **Verification of Coverage:** Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- xv) **Indemnification.** To the fullest extent permitted by law, Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.
- xvi) **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- xvii) **Governing Law.** This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.
- xviii) **Termination of Agreement.** The City and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Consultant shall deliver to the City all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, City shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- xix) **Amendment.** No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.
- xx) **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Consultant. No terms, conditions, understandings or

agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date indicated on page one (1).

City of Burlingame

“Consultant”

By \_\_\_\_\_  
XXXXXX  
City Manager/Public Works Director

\_\_\_\_\_  
XXXXX  
Print Name:  
Title:

Approved as to form:

\_\_\_\_\_  
City Attorney – Michael Guina

ATTEST:

\_\_\_\_\_  
City Clerk - Meaghan Hassel-Shearer