



The City of Burlingame

PUBLIC WORKS DEPARTMENT
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CITY HALL - 501 PRIMROSE ROAD
BURLINGAME, CALIFORNIA 94010-3997

CORPORATION YARD
Tel: (650) 558-7670

January 15, 2020

REQUEST FOR PROPOSAL

FOR

DEVELOPING A COMPREHENSIVE FUNDING PLAN, GRANT WRITING AND LOBBYING SERVICES FOR THE BROADWAY GRADE SEPARATION PROJECT

1. INTRODUCTION

The City of Burlingame (City) requests proposals from qualified professional consultant firms to develop a comprehensive funding plan, perform lobbying services both at the State and Federal levels, and write grant applications on behalf of the City of Burlingame to obtain funding for the Broadway Grade Separation Project.

According to the California Public Utilities Commission (CPUC), the Broadway Grade Separation Project is the highest priority grade separation project in California out of more than 10,000 at-grade crossings in the entire state. The total estimated cost of the Broadway Grade Separation Project is \$327 million (adjusted for cost inflation); approximately \$27 million of this amount is either expended or committed, and the remaining \$300 million is needed in order to implement the project. The City seeks to retain a firm or team of firms to develop a comprehensive funding plan and to seek regional, state, and federal funds to address the funding gap.

The City of Burlingame is collaborating with Caltrain to implement the Broadway Grade Separation Project, which will address the significant traffic congestion in the vicinity and alleviate train-car collisions associated with the Broadway at-grade crossing. The Broadway Grade Separation Project is currently in the Environmental Phase, and upon its completion, the project will be advanced to the Final Engineering Design Phase, which is also known as the PS&E Phase. There is currently funding allocated to undertake the PS&E phase; however, future phases including Right-Of-Way Acquisition, Utilities Relocation, and Construction will be contingent upon funding availability. The project construction is tentatively scheduled to begin by 2023, contingent upon funding availability.

2. BACKGROUND

The City of Burlingame is a thriving suburban city of approximately 30,000 people in San Mateo County, California. It is located on the San Francisco Peninsula, just south of San Francisco International Airport. The City is a significant vacation spot for people wishing to visit the San Francisco Bay Area. Its two main downtown areas, Broadway and Downtown Burlingame Avenue, are well-known commercial destination areas.

The City of Burlingame is bisected by the Caltrain railroad system, which runs parallel to California Drive and is traversed daily by community members and visitors. The Caltrain system along the Peninsula was originally built in the 1860s and served the Peninsula through many decades. The Broadway at-grade crossing was built in the early 1900s, and over time, it has become increasingly congested, unsafe, and inefficient due to population growth, increased traffic, and increased train volume. The Broadway at-grade crossing no longer serves the community safely or efficiently and is in dire need of grade separation.

Broadway is the main artery into and out of the City from U.S. Highway 101 and connects the City's eastern and western regions. The City's eastern region includes 12 major hotels, restaurants, the Bayfront, parks, and commercial and industrial businesses. The City's western region includes a vast residential area, downtown business districts, schools, churches, parks, and auto dealerships. Broadway connects businesses, community members, and visitors to U.S. 101 and to the above-mentioned services and amenities, resulting in consistently high traffic volumes on Broadway. Over 70,000 vehicles, pedestrians, and bicyclists are estimated to use the Broadway corridor on a daily basis. The average traffic delay during the weekday afternoon peak was measured to be approximately 324 seconds (5.4 minutes) in 2017. By 2040, and without any improvements, the delay will increase to approximately 1,450 seconds (24.2 minutes). Current conditions cause significant traffic back-ups on Broadway, California Drive, and onto the U.S. Highway 101 ramps.

These conditions are further exacerbated by gate down times from frequent Caltrain commuter trains. Currently, there are a total of 92 Caltrain trains every weekday in each direction. Based on recent Caltrain projections, the weekday train volumes are projected to increase by more than 300 trains by 2040. In addition, Union Pacific freight trains use this corridor typically at night when Caltrain is not in service.

In addition to grade separating the railway tracks and the roadway, the project scope includes reconstruction of the Broadway train station and platforms, bike/ped improvements, and construction of a station parking lot and stormwater green infrastructure. The Broadway train station is currently closed for weekday service and is planned to be opened for weekday service upon completion of Caltrain's Electrification Project within the next several years. In addition to serving the existing population in the nearby neighborhoods, the Broadway train station will be vital and essential for many nearby housing developments currently built and being planned as part of addressing the regional housing crisis.

For detailed information about the Broadway Grade Separation Project, please visit https://www.burlingame.org/business_detail_T54_R64.php.

3. SCOPE OF SERVICES

3.1 Regional, State, and Federal Lobbying Services

- The consultant shall provide a broad range of lobbying services to the City and shall lobby on behalf of the City to address the funding gap for the Broadway Grade Separation Project at the regional, state, and federal levels of government.
- The consultant shall review and analyze all existing and proposed regional, state, and federal policies, programs, and legislation relating to transportation and grade separations.
- The consultant shall develop and implement strategies to advance the City's legislative goals. The consultant shall promptly report successes and failures to City officials to potentially modify the strategy or plan.
- The consultant shall make recommendations to City officials if legislative limitations hinder the strategy or plan to obtain additional funding for the Broadway Grade Separation Project.
- The consultant shall provide a timeline of various proposed activities to promote and obtain funding for the Broadway Grade Separation Project.
- The consultant shall represent the City's interests at all times and shall report lobbying activities in a detailed monthly report to track progress. The consultant shall provide detailed written reports of all activities conducted on behalf of the City as part of the monthly report.
- The consultant shall coordinate and arrange meetings with regional, state, and federal officials and lawmakers on behalf of the City to promote and lobby for the Project. In addition, the consultant should coordinate lobbying activities with Caltrain lobbyists and other regional program officials to best position the Project for receiving grant funds.
- The consultant shall follow direction provided by the City following the meetings with corresponding agencies and shall propose alternative courses of action.
- The consultant shall maintain optimal relations with the City, Caltrain, and other agencies.
- The consultant shall be available upon short notice from City staff in person, by telephone, or email to provide consultation.

3.2 Development of a Comprehensive Funding Plan and Grant Writing Services

- The consultant shall review existing project documentation and available sources of funds and develop a comprehensive and viable funding plan for the project. The funding plan shall identify and assess all available viable grant funding sources with potential grant figures that would meet the project funding needs, along with the timing of each funding source and when they would be available.
- Based on the approved viable funding plan, the consultant shall provide grant writing services to the City based on the availability of identified grants and other funding sources as they become available, and submit grant applications in a timely manner according to deadlines.

4. QUALIFICATIONS

- Minimum of 10 years of experience providing lobbying and grant writing services. Lobbying experience must include lobbying in Sacramento and Washington D.C. Experience can be obtained in a variety of ways such as working as an independent lobbyist, or working for a lobbying firm and/or combination of similar experience working with state/federal elected officials. Ultimately, qualified cumulative satisfiable experience will be determined by the City.
- Must be knowledgeable about regional, state, and federal transportation programs.
- Demonstrate a track record of successfully representing local agencies in obtaining state and federal grant funds.
- Must have experience assisting Bay Area cities and/or California cities.
- Demonstrate adequate experience in writing and winning grants opportunities.

If a single firm is unable to adequately fulfill all the requested services in this RFP, multiple-disciplinary firms can form a team and jointly submit a proposal.

5. PROJECT SCHEDULE

Begin RFP Process	January 15, 2020
RFP Submittals Due	February 28, 2020 at 5:00 P.M.
Review by City Staff	2 weeks from Proposal Due Date
Consultant Interview	1 week after Review
Notify Successful Firm	1 week after Interviews
Negotiate Contract:	1 week after Notification
City Approval	April – May 2020

6. PROPOSAL SUBMITTAL

The proposal should be brief and concise without a reliance on marketing or promotional material. The format of the proposal is at the discretion of the firm; however, it should include all of the content requested in this section. Proposals must respond to all services defined in the RFP. Any proposal received that is not complete in scope will not be considered. The cost for preparing and submitting a

response to this RFP is entirely the responsibility of the firm and will not be reimbursed. As a public record, all proposals submitted become the property of the City and as such become public records and may be subject to public review.

a. Cover Letter

- Introduce the company and provide contact information for the firm's point of contact.
- Highlight key features and distinguishing points of the proposal.

b. Profile of Proposing Firm

- Provide a brief description of the proposing firm's size and proposed organizational structure.
- Discuss the firm's financial stability, capacity, and resources.
- List any lawsuit or litigation and the result of that action resulting from (a) any service undertaken by the firm or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of service where claims or settlements were paid by the firm or its insurers within the last five years.

c. Qualification of the Firm(s) and References

- Provide a brief description of the firm's qualifications.
- List projects of similar scope with other agencies or municipalities that the firm has completed in the past five years. Include a summary of the work performed, total cost, percentage of work the firm was responsible for, period over which the work was completed, and name, title, and contact information of the client that can be reached as a reference.

d. Work Plan

- Present a well-conceived work plan for lobbying and grant writing services specific to the service needs described in the Scope of Services.
- Describe how the firm would ensure optimal service.
- Describe the firm's implementation plan.
- Describe how services will be evaluated for potential modification due to changing needs.

e. Project Staffing

- List the key project team members. Provide name, title, and the specific responsibilities or services that each member will provide.
- Provide an organization chart for the project team and a brief overview or resumes describing each team member's qualifications.
- Provide the project manager's experience handling similar projects.

f. Proposal Exceptions

- Discuss any exceptions or requested changes that the firm has to the City’s RFP conditions, requirements, and sample contract. If there are no exceptions noted, it is assumed the firm will accept all conditions and requirements identified in the RFP.

7. COST PROPOSAL AND PAYMENT

A cost proposal for the proposed scope of work shall be submitted separately within a sealed envelope, plainly marked, and shall include the following:

A spreadsheet that shows in detail the number of hours by task for each project staff member. Provide on the same spreadsheet the total number of hours for each task (row total) and total hours for each project staff member (column total). Identify all project personnel. In the same spreadsheet, show the dollar cost per task for each staff member 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 member (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 on any unauthorized work performed by the consultant or sub-consultants.

Proposal Submittal

Submit three (3) hard copies of the proposal and one (1) digital copy to:

Syed Murtuza, Public Works Director
City of Burlingame
501 Primrose Road
Burlingame, CA 94010

8. PROFESSIONAL SERVICES AGREEMENT

The selected firm will be required to enter into a Consultant Agreement with the City. The City’s Agreement is included in Attachment A. The Consultant should comment in the Proposal Cover Letter on any issues that may be of concern with the City’s standard agreement.

Insurance Requirements

The selected consultant shall be required to furnish and maintain, at a minimum, all of the insurance requirements outlined in the City’s standard agreement.

Business License

Before a contract pursuant to this RFP is signed, the firm must hold all necessary, applicable business and professional licenses, including, but not limited to, a City of Burlingame Business License. The City may require any or all firms to submit evidence of proper licensure.

9. REVIEW AND SELECTION PROCESS

The City will evaluate and rank the proposals received based on the following criteria:

- The firm's experience and qualifications, including the experience of key staff assigned to the project.
- Budget. Additional consideration will be given to the firm with the lowest cost.
- Work plan and approach to address the City's needs, including flexibility to modify services as needed.
- Feedback from the references of the firm and past track record of successful performance.

The City reserves the right to obtain clarification and/or additional information from the firm(s) as necessary to effectively evaluate the proposals. Failure of a firm(s) to respond to such request may result in rejection of the firm's proposal.

The selection committee may make a recommendation to the City Council for award. The acceptance of the proposal will be evidenced by written Notice of Award to the successful proposer.

10. ORAL INTERVIEWS

Consultants may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee. Each consultant's time slot for oral interviews will be determined randomly. The consultants who are selected shall make every effort to attend. Inability to attend the interview may result in disqualification from further consideration.

11. AWARD OR REJECTION OF PROPOSAL

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of proposals in anticipation of a contract. The City reserves the right to:

- Negotiate and/or reject any or all parts of the proposal;
- Remedy technical errors in the RFP process;
- Issue subsequent RFPs;
- Postpone award of contract for its own convenience; and
- Enter into an agreement with another firm in the event the firm defaults or fails to execute an agreement with the City.

Once the contract has been awarded, the firm has fifteen (15) working days to produce a signed contract, with all required insurance and endorsements.

12. ADDITIONAL INFORMATION

This Request for Proposals (RFP) and supporting information are available as a free download from the City's RFP webpage. Any addenda or information provided in response to questions raised during the proposal period shall become a part of this RFP. A "plan holders list" is not being maintained so it is the responsibility of the firm to review the City's website or contact the City's representative to determine the existence of any addenda.

For questions and additional information about this Request for Proposal, please contact Syed Murtuza at smurtuza@burlingame.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Syed Murtuza", with a long horizontal flourish extending to the right.

Syed Murtuza
Public Works Director

Enclosed

Attachment A – Sample of Professional Service Agreement

**AGREEMENT FOR PROFESSIONAL LOBBYING AND GRANT WRITING SERVICES
WITH [CONSULTANT NAME]
FOR THE BROADWAY GRADE SEPARATION PROJECT**

CITY PROJECT NO. 82540

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and between the City of Burlingame, State of California, herein called the "City", and **Consultant Name** engaged in providing **PROFESSIONAL LOBBYING AND GRANT WRITING** services herein called the "Consultant".

RECITALS

- A. The City is considering conducting activities for consultant lobbying and grant writing services for the Broadway Grade Separation Project, City Project No. 82540.
- B. The City desires to engage a professional lobbying and grant writing consultant to provide lobby and grant writing services 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:

- 1. Scope of Services. The Consultant shall provide professional lobbying and grant writing services such as [SUMMARY OF WORK], and as detailed in "Scope of Services" of the attached Exhibit A of this agreement.
- 2. Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement with completion of all work by [EXPIRATION DATE].
- 3. 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.

4. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
5. 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.
6. Compensation. Compensation for Consultant's professional services shall not exceed \$XXX,XXX; 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.

7. 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.

8. Project Manager. The Project Manager for the Consultant for the work under this Agreement shall be [NAME AND TITLE OF CONSULTANT PM].
9. 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.
10. 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: Syed Murtuza, Public Works Director
 City of Burlingame
 501 Primrose Road
 Burlingame, CA 94010

To Consultant: [CONSULTANT PROJECT MANAGER, TITLE
 NAME OF CONSULTING FIRM
 STREET ADDRESS, SUITE NO
 CITY, STATE, ZIP]

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

11. 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.

12. 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.

13. 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.

14. 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. 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.
 - 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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 _____
Lisa K. Goldman
City Manager

[CONSULTANT NAME]:
Print Name:
Title:

Approved as to form:

City Attorney – Kathleen Kane

ATTEST:

City Clerk - Meaghan Hassel-Shearer