October 1, 2020

REQUEST FOR PROPOSAL

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR THE DESIGN OF THE EL CAMINO REAL SEWER IMPROVEMENTS

1. INTRODUCTION

City of Burlingame (City) is seeking proposals from qualified civil engineering consulting firms to prepare design drawings for sewer improvements along El Camino Real within the City of Burlingame. The goal of this project is to perform data collection and prepare a complete design package for construction of the sewer improvements along the El Camino Real. The City will provide a preliminary list of sewer segments that would require rehabilitation or replacement. It is up to the consultant to determine the actual extents of the rehabilitation or replacement required along the El Camino Real.

The design and construction of all the sewer pipelines that would require rehabilitation or replacement should be completed prior to the proposed Caltrans El Camino Real street widening project, currently schedule for Year 2024.

2. SCOPE OF WORK

The scope of work for this project consists of rehabilitation and/or replacement of pipelines at the following locations:

1. Near El Camino Real along Trousdale Drive. Existing pipe is about 250 feet of 12-inch VCP.
2. Near El Camino Real along Ray Drive. Existing pipe about 300 feet of 12-inch VCP.
3. Along El Camino Real between Broadway and Sherman Avenue. Existing pipe is about 620 of 10-inch VCP. And, about 300 feet of 24-inch VCP.
4. Along Balboa Avenue between Broadway and Sherman Avenue. Existing pipe is about 300 feet of 6-inch VCP.
5. Along El Camino Real between Sanchez Avenue and Carmelita Avenue. Existing pipe is about 125 feet of 6-inch VCP.
6. Along El Camino Real between Edgehill Drive and Willow Avenue. Existing pipe is about 900 feet of 8-inch VCP.

7. Near Floribunda Avenue and El Camino Real. Existing pipe is about 250 feet of 6-inch VCP.

The approximate length of improvements is estimated at 2,750 linear feet. The pipe sizes, materials, and lengths are provided for reference and need to be field verified during the design process. In addition, it is expected that the consultant shall investigate and verify the extents of improvements. The El Camino Real is a busy street and the traffic along this street is busy. Some segments are close to schools, therefore, the school construction hours should be considered while constructing in those segments. Moreover, El Camino Real is a Caltrans right-of-way, which would require obtaining all the required permits from Caltrans for investigatory work and the actual construction. All these components would require proper notifications to all residents, require traffic control plans, and require timely coordination. In addition, there are several utilities along El Camino Real and the consultant team is expected to perform all the required coordination and obtain all the necessary permits required to complete this project.

The following sections provide scope of work outline for completion of the City’s Sewer Rehabilitation or Replacement along El Camino Real. The consultant team is encouraged to expand on this scope, as it deems necessary, to provide a complete work product.

Task 1: Data Collection, Review, and 30 percent Design

The City may have data for these pipeline segments that were identified for rehabilitation or replacement and it is expected that the consultant team makes a request for the data required from the City. Here is the data that the City may have in a complete or partial format:

- The CCTV information of these pipes.
- Any past maintenance information
- Any available drawings
- Any geotechnical information

As part of the data collection, the consultant is also expected to perform the following investigations:

- Potholing of exiting underground utilities to aid with the design. Potholing would require a permit from Caltrans
- Any other investigatory work to aid with the design
- Additional CCTV, if required
- Any additional surveys required to complete the design drawings
- Identify any utility coordination and utility permits
- Identify any schedule delays that are a result of other agency coordination and permits

Once the data collection process is complete, the consultant shall prepare 30 percent design drawings. As part of this process, the consultant shall identify gaps in data and the approach to fill those gaps. If required, the consultant is encouraged to prepare a report to summarize the findings of data collection, gaps in data, and approaches to fill these gaps. The City expects that the scope of work is clearly defined by the time this task is complete.
Task Deliverables, Review, Meetings, and Schedules:

The City identifies the following submittals as part of this task:
- Summary of data collected
- All the required permits and timeframe to obtain these permits
- Drawings of survey, if one is performed
- CCTV recordings, if additional CCTV is performed
- Data Collection and Findings report, outline any coordination tasks that could impact schedule
- 30 percent design drawings

The City will review the submittal and provide any review comments within two weeks from the submittal date.

The consultant shall coordinate a review meeting with the City staff and the consultant shall capture the meeting summary, City's comments, outstanding items, action items, and next steps as part of a meeting notes.

The City anticipates that this task shall take about 45 calendar days from Notice to Proceed.

Task 2: 60 Percent Design Drawings

Once the consultant team captures all the comments from the Task 1, the consultant team shall prepare 60 percent design drawings. These design drawings should capture all the comments from Task 1 and should provide design drawings that are significantly close to the construction drawings. The consultant team should identify and obtain any permits required from Caltrans by the time this task is complete. Since this is a busy street, the City expects the consultant team to develop a traffic control plan as part of the design drawings. A preliminary traffic control plan shall be included with the 60 percent design drawings.

Task Deliverables, Review, Meetings, and Schedules:

The City identifies the following submittals as part of this task:
- Permits from Caltrans and other utilities
- Preliminary traffic control plan, included with 60 percent drawings
- 60 percent design drawings

The City will review the submittal and provide any review comments within two weeks from the submittal date.

The consultant shall coordinate a review meeting with the City staff and the consultant shall capture the meeting summary, City's comments, outstanding items, action items, and next steps as part of a meeting notes.

The City anticipates that this task shall take about 45 calendar days after the consultant receives Task 1 comments.
Task 3: 90 Percent Design Drawings and Specifications

Once the consultant team captures all the comments from the Task 2, the consultant team shall prepare 90 percent design drawings and specifications. These design drawings should capture all the comments from Task 2 and should provide design drawings that should be at the stage of construction drawings. The consultant team shall use the City’s front end and available technical specifications to prepare the specifications package. The consultant team shall outline the plan for specifications that aren’t currently in the City’s standards. In addition, the consultant team shall include all the Caltrans and utility permit requirements within the plans and specifications. A traffic control plan close to the final shall be included with the 90 percent design drawings.

Task Deliverables, Review, Meetings, and Schedules:

The City identifies the following submittals as part of this task:
- Any updated Permits from Caltrans and other utilities
- Final traffic control plan, included with 90 percent drawings
- 90 percent design drawings
- 90 percent specifications
- Preliminary engineer’s estimate

The City will review the submittal and provide any review comments within two weeks from the submittal date.

The consultant shall coordinate a review meeting with the City staff and the consultant shall capture the meeting summary, City’s comments, outstanding items, action items, and next steps as part of a meeting notes.

The City anticipates that this task shall take about 20 calendar days after receiving Task 2 comments.

Task 4: 100 Percent Design Drawings and Specifications

Once the consultant team captures all the comments from the Task 3, the consultant team shall prepare 100 percent design drawings and specifications. These design drawings should capture all the comments from Task 3 and should provide design drawings, specifications, and traffic control plan that are final.

Task Deliverables, Review, Meetings, and Schedules:

The City identifies the following submittals as part of this task:
- Any updated Permits from Caltrans and other utilities
- Final traffic control plan, included with 100 percent drawings
- 100 percent design drawings
- 100 percent specifications
- Engineer’s estimate

The City will review the submittal and provide any review comments within two weeks from the submittal date.
The consultant shall coordinate a review meeting with the City staff and the consultant shall capture the meeting summary, City’s comments, outstanding items, action items, and next steps as part of a meeting notes.

The City anticipates that this task shall take about 15 calendar days after receiving Task 3 comments.

**Task 5: Bid Set**

Once the consultant team captures all the comments from the Task 1 through 4, the consultant team shall prepare bid set with an engineer’s estimate.

*Task Deliverables, Review, Meetings, and Schedules:*

The City identifies the following submittals as part of this task:
- Bid Set with drawings and specifications
- Engineer’s Estimate

The City anticipates that this task shall take about 5 calendar days after receiving Task 4 comments.

**Task 6: Project Management**

This task will include project monitoring and administration, attendance at monthly progress meetings with City staff and key stakeholders, and project quality assurance/quality control activities. The consultant team will identify coordination tasks with Caltrans, Schools, and any other entities and provide coordination requests to the City’s project manager. The consultant team will conduct weekly phone conference calls of typically no longer than one hour with the City’s Project Manager. The consultant team will also prepare a 3-week rolling schedule of items to be submitted by the City and Consultant and a log of decisions to be made and action items. The consultant team shall identify any outstanding permit requirements that are required to complete this project, in addition to the ones identified.

**Task Deliverables:**

The consultant team will provide meeting agendas and minutes and monthly status reports and invoices. The consultant team will provide a project management plan a week following the notice to proceed. The project management plan will contain a contact list, contract and attachments (includes scope of work, budget, schedule), communications protocol, quality assurance and quality control plan, and templates for invoices and meeting agendas.

3. **CITY PROJECT TEAM AND MANAGEMENT**

Mahesh Yedluri, Senior Civil Engineer, will be the City’s lead and will have overall responsibility and accountability for the project. Various City Staff will work directly with the consultant team to coordinate data collection, permit process, and construction documents development process.
4. **PROPOSAL SUBMITTALS**

Interested parties shall submit electronic copy of their Proposal to the City by no later than 5:00 p.m., November 02, 2020. There are two options to submit the proposal:

- **Option 1:** The Proposal shall be a PDF sent via email to Mahesh Yedluri: myedluri@burlingame.org, with the email subject: “Proposal - El Camino Real Sewer Improvements”.
- **Option 2:** Hard copy proposal with four (4) copies presented in a sealed envelope and labeled as “El Camino Real Sewer Improvements” and addressed as follows:

  City of Burlingame  
  Mahesh Yedluri, P.E.  
  Project Manager/Senior Civil Engineer  
  501 Primrose Rd  
  Burlingame, CA 94010  
  (650) 558-7238

Proposals shall not exceed fifteen (15) pages in length (plus a project schedule, manpower loading matrix, and appendix material) using a minimum 11-point font size type. Resumes shall be included as attachments and will not be counted within the 15-page proposal limit.

For both options: Cost proposals shall be provided in a separate sealed envelope. Cost proposals are only being accepted by mail. Therefore, please mail or drop off your cost proposals at the address provided above prior to the due time.

5. **PROPOSAL CONTENTS AND REQUIREMENTS**

To be considered for Engineering Services, your **Proposal Contents and Requirements** must be submitted, clearly marked and shall include the following:

The proposal shall be a maximum of fifteen (15) pages, plus a project schedule, manpower loading matrix, and appendix material. A typical proposal submittal may be as described below.

- **Transmittal Letter (2 pages):** Include any information you believe should be highlighted from your proposal or any key considerations for the selection committee to consider that are not covered in the proposal requirements. The consultant team will also include in the transmittal, any exceptions taken to the City’s Standard Consulting Agreement.

- **Firm Experience (3 pages):** Provide a general overview of your firm and the firm’s experience at providing engineering services associated with similar work.

- **Firm’s Approach to Project (4 pages):** The consultant team shall describe its approach in implementing and managing the project to a successful completion. This includes how the consultant team shall meet the stated goals within the scheduled time of completion, the ability to work with a multi-disciplined project team, including City Staff, and other consultants if necessary.

- **Project Team (3 pages):** Describe your project team. Include the key individuals, including sub-consultants that will actually be responsible for the project’s technical activities and
for management of the project. Include a percent-time availability table for the project manager and key staff, who will be working on the design. An organization chart should be provided showing the inter-relation of all the project team members, both City and the consultant team.

- References (3 pages): Provide at least five (5) references for the key individuals on the project team. This section should provide a short description of the project and your firm or staff members' role, and a specific contact person with phone number. The selection team will be focusing on project performance and will be requesting input as to conformance with schedules and budgets.

- Submit manpower-loading matrix indicating an estimate of hours to complete the services as described in this Request for Proposals. The estimate should be an itemized staffing breakdown in spreadsheet form, indicating personnel classification, hours for each consultant team member for each work task. This section will not include any estimate of costs.

- Appendix materials may be provided, but is not required other than specifically identified, in addition to the fifteen-page proposal limit. Appendix material may not be read and if submitted will be limited to resumes of proposed key staff, previously published papers, articles, or reports relevant to the scope of work.

6. PROPOSED COMPENSATION

The consultant team shall provide, in a separately sealed and clearly marked envelope, the cost to be charged to the City by task and a total proposed project cost. The cost proposal shall identify the overall multiplier and include direct labor costs and expenses including travel and high-end computer use. Cost proposals will not be opened until after each firm interviewed has been ranked and the firm deemed most qualified has been selected. Only the cost proposal for the selected firm will be opened and will form the basis of negotiations for the contract.

7. CITY’S STANDARD CONSULTING 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 team should comment in the Proposal Cover Letter on any issues that may be of concern with the City’s standard agreement.

8. DESIRED SCHEDULE

<table>
<thead>
<tr>
<th>RFP Phase</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Begin RFP Process</td>
<td>October 1, 2020</td>
</tr>
<tr>
<td>RFP Submittals Due</td>
<td>November 02, 2020</td>
</tr>
<tr>
<td>Review by City Staff</td>
<td>November 16, 2020</td>
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<tr>
<td>Consultant Interview (if necessary)</td>
<td>November 19, 2020</td>
</tr>
<tr>
<td>Notify Successful Firm</td>
<td>November 25, 2020</td>
</tr>
<tr>
<td>Negotiate Contract</td>
<td>December 11, 2020</td>
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City Council Approval January 04, 2021

El Camino Real Sewer Improvements

Kick-Off Meeting January 18, 2021
AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIAL TESTING SERVICES WITH [CONSULTANT NAME]

[PROJECT NAME]

CITY PROJECT NO. XXXXXX

THIS AGREEMENT is entered into this ___________ day of ____________, 2019, by and between the City of Burlingame, State of California, herein called the "City", and Consultant Name engaged in providing PROFESSIONAL Type of Engineering services herein called the "Consultant".

RECITALS

A. The City is considering conducting activities for consultant engineering services for construction management and inspection services for the [PROJECT NAME], City Project No. [XXXXX].

B. The City desires to engage a professional engineering consultant to provide [type of engineering service] 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:

i) Scope of Services. The Consultant shall provide professional engineering services such as [SUMMARY OF WORK], 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 [ENTER SPECIFIC EXPIRATION DATE, do not just reference exhibit A].

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 $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.

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 [NAME AND TITLE OF CONSULTANT PM].

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:  
   Mahesh Yedluri  
   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.

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. 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.

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

Lisa K. Goldman
City Manager

[CONSULTANT NAME]:
Print Name:
Title:

Approved as to form:

City Attorney – Kathleen Kane

ATTEST:

__________________________________
City Clerk - Meaghan Hassel-Shearer