September 16, 2020

REQUEST FOR PROPOSAL
FOR
AUTOMATED PARKING GUIDANCE SYSTEM (APGS) AND WAYFINDING SYSTEM

The City of Burlingame (City) is seeking proposals from qualified contractors to furnish, install, and maintain an automated parking guidance system (APGS) for the new City-owned Highland Avenue Parking Garage currently under construction and a wayfinding system for City-owned parking lots C and Y.

A mandatory pre-proposal meeting will be held with prospective bidders on Wednesday, September 30, 2020 at 10:00 A.M. The meeting will be held through an online video meeting application. If bidders are interested in submitting proposals, please contact dpw@burlingame.org for online video meeting link details. Proposals should be submitted via email to dpw@burlingame.org, Attention: Syed Murtuza, Director of Public Works, by 5:00 P.M. on Friday, October 9, 2020.

1. BACKGROUND

The City of Burlingame is a thriving suburban city of approximately 28,000 people in San Mateo County, California. It is located on the San Francisco Peninsula with hotels along the San Francisco Bayfront. 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, have over 2,000 parking spaces with on-street and public parking lots which operate with one-hour, two-hour four-hour, and ten-hour parking duration designations. The City also has parking lots with longer term, ten-hour parking durations, which are made available to merchant employees through “pay-and-display” permits. See Attachment A for maps of the downtown parking facilities.

Two of the City’s downtown ten-hour surface parking lots, containing 205 spaces in total, have closed due to two new parking structure and affordable housing construction projects in the
Burlingame Avenue Downtown Area. In September 2019, the City started construction of a five-level parking garage that is being built on Lot N (161 Highland Avenue) with an estimated completion date of February 2021. The new parking garage will provide a total of 368 parking spaces. In February 2020, construction began on an affordable housing development that is being built on Lot F with a construction duration that is anticipated to last through the duration of the parking garage’s completion.

2. PROJECT OVERVIEW

As part of the City’s long term plan in exploring options to help its residents, visitors, and businesses efficiently manage parking concerns, the City wishes to provide its residents and visitors with the latest technology in APGS and wayfinding systems options. The City is seeking proposals to provide parking availability information of surface parking lots C and Y, and parking garage spaces in the new parking garage at 161 Highland Avenue. All proposals must respond to the entire RFP. Any proposals received by the City that are not complete will not be considered.

3. SCOPE OF WORK

Project Purpose: The City is seeking a qualified contractor to design, furnish, install, and maintain an APGS system for the new Highland Avenue Parking Garage and a wayfinding system for City Parking Lots C (1231 Donnelly Avenue) & Y (1133 Chula Vista Avenue), as well as, wireless connectivity, software, and maintenance services. Corresponding visual signage will be installed in front of listed parking facilities and at designated central street locations.

Scope of Services: The successful contractor shall fully design, install, operate, and maintain the APGS and wayfinding system on publicly owned property. Prior to installation, the successful contractor shall conduct on-site visits to each parking facility to ensure feasibility of system installation and identify any wireless connectivity issues. The successful contractor shall resolve any system limitations.

Installation, Electrical Equipment, and Software: The successful contractor shall provide all materials, equipment, and labor required for the installation of the APGS and wayfinding systems. The work shall include but is not limited to the following:

- Design and prepare installation layouts, electrical plans, signage, and documents for placement of APGS and wayfinding systems per state and local regulations;
- Furnish signage and hardware materials and needed equipment for a complete and aesthetically pleasing and sleek design;
- Prepare alternative plans and coordinate with PG&E for service point if modification is required to the electric connection to supply power for the complete installation and operation of the APGS and wayfinding systems;
- Initial and routine testing of APGS and wayfinding systems;
• Confirm strength of wireless service provider/data network connectivity at all levels of parking garage where APGS and wayfinding infrastructure are to be located;
• Provide a user-friendly software platform for viewing and exporting real-time statistics/data for City use;
• Provide a user-friendly phone application (App) for public use to display real-time parking availability; and
• Provide maintenance services, client support, and manufacturer’s warranty for all APGS and wayfinding equipment, hardware, and software.

**APGS and Wayfinding Equipment:** The successful contractor shall utilize APGS and wayfinding equipment that has been tried and tested in other locations and proven to be reliable. The APGS and wayfinding equipment shall meet at least, but not limited to, the following criteria:

- Tamper and vandalism proof security design; and
- Equipment units shall be inter-changeable and durable.

**Signage:** The successful contractor shall design, furnish, and install signage for the APGS and wayfinding system, as approved by the City. The signage must be consistent with industry standards for APGS and wayfinding systems, City requirements, ADA, and state and federal guidelines. The successful contractor shall design, furnish, and install all material, equipment, and labor for APGS and wayfinding signage. The APGS and wayfinding signage shall meet at least, but not limited to, the following criteria:

- Visually accessible and Americans with Disabilities Act (ADA) compliant; and
- Stylish and elegant design.

**Future App Payment Feature and Data Protection:** The successful contractor shall provide if their App platform can be synced with existing IPS payment systems to allow for payment functionality through their App platform. The successful contractor shall follow all NIST-approved encryption standards and guidelines to store all data. All data collected will be owned by the City for City-use only. Data shall not be sold or transferred to other entities other than the City.

**Maintenance, Communications, and Safety:** The successful contractor shall provide maintenance services to ensure all equipment is properly checked, tested, and activated for proper operation at all times for a minimum of five (5) years from the date of acceptance by the City. The successful contractor shall create a network communications system with a service provider capable of monitoring the APGS and wayfinding systems for any error or malfunction 24 hours a day, seven days a week. Maintenance of the APGS and wayfinding systems should be performed by local service providers who have the capability and capacity to notify the City and/or its staff of such malfunction or operating error within 30 minutes. In the event of an equipment or hardware malfunction or failure, a maintenance crew shall respond to the site within four (4) hours from the time the issue is reported.
Warranty: The successful contractor should provide a manufacturer’s warranty on all APGS and wayfinding system equipment, hardware, and software for a minimum of five (5) years from the date of acceptance by the City. The warranty must include all materials, equipment, parts, tools, labor and incidentals, as well as all contractor- or manufacturer-recommended upgrades. Warranty shall cover complete repairs or replacements, and site visits, as necessary. For activities covered under the warranty, where possible, the City’s preference is to use a local service provider. If there is a failure of the APGS and/or wayfinding system during the warranty period, the hardware provider shall agree to replace such components or parts within 72 hours of notification.

The successful contractor shall identify any and all local contractor(s) who will be providing all warranty and services to the APGS and wayfinding system.

Additional Opportunity to Install APGS and Wayfinding Systems at Other Locations: The City may elect to offer the successful contractor with additional opportunities to provide services to furnish, install, and maintain APGS and wayfinding systems at other City-owned parking facilities in the City.

4. 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 contractor, however, it should include all of the content requested in this section. Proposals must respond to all services requested in this 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 contractor 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
   - The letter should introduce the company, describe the background of the contractor, highlight key features and distinguishing points of the proposal, and should clearly state the contractor understanding of the services to be provided. The letter should include the name(s) of the person(s) who will be authorized to represent the contractor, their title(s) and telephone number(s) and email address(es). An official of the firm who has authority to enter into a contract must sign the cover letter.

b. Profile of Proposing Contractor
   - Brief description of the proposing contractor’s size and proposed organizational structure.
   - Discussion of the contractor’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 contractor 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 consultant or its insurers within the last five years.

c. **Qualification of the Contractor and References**
   • Brief description of the contractor’s qualifications.
   • List 5 years of company experiences in implementing APGS and wayfinding projects in public agencies and private sector entities. Include the dates of representation, summary of responsibilities for each entity, and cost of each project. Provide name, title, and contact information of at least 3 client references.

d. **Work Plan**
   • Present a well-conceived service plan to furnish, install, and maintain an automated parking guidance system (APGS) for the new City-owned Highland Avenue Parking Garage and a wayfinding system for City-owned parking lots C & Y. Provide a detailed analysis and comparison of different options (sensor, camera, or other technology) in terms of cost, increased capacity, logistics, and other factors. The proposer may also suggest technical or procedural innovations or new concepts that have been used successfully on other engagements that might enhance service or provide a cost-effective benefit to the project.
   • Identify how the proposed system would differentiate between ADA parking spaces and EV-Charging spaces from general public parking spaces.
   • Describe how your company would ensure optimal service levels.
   • Summarize the required equipment and manpower that will be utilized.
   • Describe your implementation plan for how you would install APGS and wayfinding systems.
   • Provide samples of signage to be displayed in front of parking facilities and on designated central street locations.
   • Identify your company’s App and its capability to reflect parking availability to public users.

e. **Project Staffing**
   • List key project team members. Provide name, title, length of time with firm, and the specific responsibilities or services that each member will provide.
   • Provide an organization chart for the project team and brief overview or resumes describing each team member’s qualifications.
   • Describe standard operating procedures for customers who have service issues or incidents.

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

**g. Fee, Rates, and Prevailing Wages**

• Include the cost to design, furnish, install, and maintain an APGS system and wayfinding system. Provide the cost for the APGS system and wayfinding system separately.

• Costs should identify all infrastructure, installation, and maintenance costs.

• Include the cost of providing App capability and all functionalities.

• Include the cost of an integrated software platform that will allow the City to view and export parking data.

• Prevailing Wages: Workers employed in the work must be paid at rates at least equal to the then current prevailing wage scale as determined by the State Director of the Department of Industrial Relations. For additional information, see the California Department of Industrial Relations at [www.dir.ca.gov/OPRL/PWD/index.htm](http://www.dir.ca.gov/OPRL/PWD/index.htm). Pursuant to Section 1770 and following of the California Labor Code, any contractor who is awarded a public works project and intends to use a craft of classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft of classification most closely related to it as shown in the general determinations effective at the time of the calls for bids. SB 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects as follows:

  o No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

  o No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

  o This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

  o The prime contractor must post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU (Compliance Monitoring Unit.) Additionally, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the
following link at http://www.dir.ca.gov/Public-Works/SB854.html (also for all SB854 related information).
  o Please refer to http://www.dir.ca.gov/ for general requirements by the Department of Industrial Relations in the State of California.
- Fees paid to the contractor will be on a time and materials basis up to the negotiated maximum amount per signed contract. Any extra work deemed necessary by the contractor must be pre-approved and authorized by the City in writing.
- The City does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

Proposal Submittal
Submit one (1) digital copy to:

  Attn: Syed Murtuza, Director of Public Works
  Email: dpw@burlingame.org

5. PROJECT SCHEDULE

The City seeks to identify a contractor that can provide both APGS and wayfinding systems. The City may elect to only move forward with either an APGS or wayfinding system based on the City’s needs. Please note the following dates are tentative and are subject to change.

  Mandatory Pre-Proposal Meeting: September 30, 2020 at 10:00 A.M.
  Proposals Due: October 9, 2020 at 5:00 P.M.
  Proposal Review: October 12-16, 2020
  Interviews: TBD
  Presentation to City Council: November 16, 2020
  (Award of Contract)

6. AWARD OF CONTRACT

Interviews may be conducted after proposal review and prior to negotiations. Negotiations will be held with the contractor ranked most qualified by the evaluation committee on the basis of the proposal and interviews. The City will negotiate the agreement with the most qualified contractor. After negotiation, the final agreement may be presented to the City Council for approval. The successful contractor must be prepared to immediately begin working on the project after approval of the agreement.
Should the City be unable to reach an agreement with the most qualified contractor, negotiations will commence with the next most qualified contractor. This process will continue until a satisfactory contract is negotiated. 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 proposer in the event the contractor defaults or fails to execute an agreement with the City.

Conditions of Award: It is the intent of the City to award to the most responsive firm provided the proposal has been submitted in accordance with the requirements of this RFP document, judged to be fair and reasonable. The City shall be the sole judge of the firm’s qualifications, and to determine whether the proposal is in the best interests of the City.

The City may conduct such investigations, as the City considers necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the offers and award in accordance with the RFP documents to the City’s satisfaction within the prescribed time. The City may consider, but not be limited to, operating costs, maintenance requirements, performance data, and guarantees of materials and equipment as part of its evaluation.

The City shall have the right in its sole discretion to terminate the award with or without cause.

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

7. CONTRACT AGREEMENT

The contractor shall state in the proposal their willingness to accept the terms and conditions in the agreement for contract services. A sample agreement is provided as an attachment to this RFP.

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 contractor 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 contractors to submit evidence of proper licensure.
8. 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 contractor 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, email dpw@burlingame.org.

Sincerely,

Syed Murtuza
Director of Public Works

Enclosed
Attachment A – Downtown Parking Lots Maps
Attachment B – Sample Service Agreement
Attachment C – Plans for Highland Avenue Parking Garage
Attachment D – Aerial Photos of Lot C & Y
PARKING GUIDELINES & INFORMATION

The City of Burlingame maintains on-street parking and parking lots to serve customers, visitors, employees, and residents. Parking fees and time restrictions are set to encourage employee parking in the long-term parking lots, while promoting customer and visitor parking along Broadway. The funds derived from parking fees pay for parking lot maintenance and district improvements.

ON-STREET PARKING

Meters on Downtown Broadway have a 24 minute and 1 hour time limit near businesses that generate high turnover activity. Two hour meters can be found on the streets adjacent to Broadway.

PARKING LOTS

The City provides 5 parking lots. These parking lots have the following time restrictions: 2 hour, 9 hour, and 10 hour. Parking Lot Y has 6 dual cord EV charging stations (additional charging rates apply).

PAYMENT

Meters accept nickels, dimes, quarters, and some meters accept credit card payments.

CONTACT US

Parking Meter Hotline: (650) 777-4196
Parking Questions: (650) 558-7230
For more information: www.burlingame.org/parking
The City of Burlingame maintains on-street parking and parking lots to serve customers, visitors, employees, and residents. Parking fees and time restrictions are set to encourage employee parking in the outer fringe areas of the district while promoting customer and visitor parking close to Burlingame Avenue.

UPCOMING CHANGES
To better serve future downtown visitors, the City of Burlingame has approved the transformation of Lots F&N into a multi-level parking structure and housing development. Learn more online about how you can help minimize the parking impacts and the City’s innovative strategies designed to alleviate the transition. For more information: www.burlingame.org/villageatburlingame

ON-STREET PARKING
The City has transitioned many meters to accept credit card payments and will be rolling out a pay-by-mobile feature for some meters. Many of the meters found on-street have the following time restrictions: 24-min., 2 hour, and 4 hour.

PAYMENT
Meters and pay-by-space stations accept nickels, dimes, quarters, dollar coins, and some accept credit card payments.

CONTACT US
Parking Meter Hotline: (650) 777-4196
Pay-by-Space Hotline: (650) 766-9610
Parking Questions: (650) 558-7230
For more information: www.burlingame.org/parking

PARKING AREAS
The City of Burlingame maintains on-street parking and parking lots to serve customers, visitors, employees, and residents. Parking fees and time restrictions are set to encourage employee parking in the outer fringe areas of the district while promoting customer and visitor parking close to Burlingame Avenue.
AGREEMENT TO PROVIDE SERVICES FOR
[SERVICES TO BE PROVIDED]
TO THE CITY OF BURLINGAME

THIS AGREEMENT is made and entered into in the City of Burlingame, County of San Mateo, State of California, by and between the City of Burlingame, a municipal corporation [hereinafter City], and ___________________ [hereinafter Contractor], as of the _____ day of ___________________

RECITALS

(A) City wishes to establish a contractual relationship with Contractor to provide services and materials to the City; and

(B) City has outlined the scope of services required for this agreement in Exhibit A.

(C) City has qualified Contractor for providing these services and materials as to insurance and other provisions as specified in this Agreement; and

(D) Contractor represents that it is a qualified and competent supplier of the services and items to be purchased under this Agreement.

IT IS AGREED AS FOLLOWS:

1. Scope of Services. The Contractor shall provide the following services:

   (A) As requested by the City, provide [Description of Services].

   (B) See [Exhibits A] for detailed scope of services.

2. Time of Performance. The services of the Contractor are to be available upon the execution of this Agreement until [date] with renewal options (commencing on [date]) at the election of the City.

3. Request for Services. City will request services pursuant to this Agreement and the Contractor and the City shall execute a purchase order specifying the nature and cost of the services to be provided for that specific request. Contractor shall acknowledge receipt and acceptance of the requested materials and/or services by signing a copy of the purchase order and returning it to the City within ten (10) days unless directed to reply sooner.

4. Nonexclusivity. Nothing contained in this Agreement shall be construed or interpreted as giving the Contractor any exclusive right or priority to provide any or all of the services described in this Agreement, and the City shall remain free to use its own forces or any other person to provide some or all of those services as the City may in its sole discretion determine best meets the City’s needs and wishes.
5. **Compliance with Laws.** The Contractor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor 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 Contractor to perform the services requested under this Agreement. If providing services in the City, **Contractor shall maintain a City business license pursuant to the City Municipal Code.**

6. **Sole Responsibility.** Contractor shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

7. **Cost of Services and Materials.** Pricing for those services shall be in conformance with the price listing contained in [Exhibit XX] attached hereto. In no event shall purchases under this Agreement exceed a total of [Amount – in words ($) without City approval.

8. **Information/Report Handling.** All documents furnished to Contractor by the City and all reports and supportive data prepared by the Contractor under this Agreement are the City's property and shall be delivered to the City upon the completion of Contractor's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Contractor shall not make any of the documents or information available to any individual or organization not employed by the Contractor or the City without the written consent of the City before such release.

9. **Availability of Records.** Contractor shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Contractor shall make these records available to authorized personnel of the City at the Contractor's offices during business hours upon written request of the City.

10. **Project Managers.** The designated Project Manager for the City is [name and title] who shall represent the City on all matters hereunder.

11. **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: 
NAME, TITLE  
DEPARTMENT  
ENTITY  
STREET NUMBER AND NAME  
CITY, STATE, ZIP  
PHONE NUMBER

To Contractor:  
NAME, TITLE  
DEPARTMENT  
ENTITY  
STREET NUMBER AND NAME  
CITY, STATE, ZIP  
PHONE NUMBER

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

12. Independent Contractor. It is understood that the Contractor, 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, neither Contractor nor any of its officers or employees shall obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Contractor 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.

13. Nondiscrimination. Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Contractor does not and shall not 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. In performing services under this Agreement, Contractor shall not discriminate against any applicant or designer on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition.

14. Insurance. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's pricing. See Exhibit XX.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:
i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 04 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be $2,000,000.

ii. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

iii. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

B. Deductibles and Self-Insured Retentions

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.

C. Other Insurance Provision

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

i. General Liability and Automobile Liability Coverages

   a. The City of Burlingame, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Burlingame, its officers, officials, employees, or volunteers. 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.
b. The Contractor's insurance coverage shall be primary insurance as respects the City of Burlingame, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Burlingame, its officers, officials, employees, or volunteers shall be excess of the Contractor’s Insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Burlingame, its officers, officials, employees, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ii. Workers' Compensation and Employers Liability Coverage

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 Contractor for the City of Burlingame.

iii. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the City of Burlingame.

D. 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.

E. 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 work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors
Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

15. **Indemnification.** The Contractor shall save, keep and hold harmless indemnify and defend the City its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Contractor, or any of the Contractor's officers, employees, or agents or any subcontractor. This provision shall not apply if the damage or injury is proximately caused by the gross or active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. **Prevailing Wages.** Unless otherwise authorized in writing by the City, Contractor shall comply with Labor Code Sections 1774 and 1775. The current schedule of prevailing wage rates supplied by the State Department of Industrial Relations can be found at www.dir.ca.gov/OPRL/PWD/index.htm or by writing to the Department of Labor Relations. The City shall not supply copies of this schedule for posting on the job site unless specifically requested to do so by the Contractor. If the Contractor intends to use a craft or classification not shown on the general prevailing wage determinations, it may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations effective at the time of the purchase order. If the Contractor intends to use a craft or classification not shown, it shall notify the City at least five (5) working days before the execution of the purchase order. It is the Contractor’s obligation to ensure that prevailing wages are paid on this project in conformance with State law and regulations.

17. **Time of the Essence.** Prompt delivery of the services and materials is essential to this Agreement. The Contractor shall begin work within ten (10) days of the date requested in writing to begin work. Failure to begin work will result in awarding the bid to another bidder.

18. **Termination.**

Upon fifteen (15) calendar days written notice to Contractor, City may, with or without cause and without prejudice to any other right or remedy of City, terminate the Contract for City’s convenience. In such case, Contractor will be paid for (1) work satisfactorily completed prior the effective date of such termination, (2) furnishing of labor, equipment, and materials in accordance with the Contract Documents in connection with uncompleted work, (3) reasonable expenses directly attributable to termination, and (4) fair and reasonable compensation for associated overhead and profit. No payment will be made on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
19. **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Agreement.

20. **Modifications.** No modification, waiver, termination, or amendment to this Agreement is effective unless made in writing signed by the City and the Contractor.

21. **Severability.** If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

22. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties.
IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date of ____________________.

By

______________________________
Director of Public Works

Print Name

______________________________
Signature

______________________________
Title

ATTEST:

______________________________
City Clerk

Approved as to form:

______________________________
City Attorney
Attachment C:

Plans for Highland Parking Garage

Please click link below to view plans.

https://www.dropbox.com/sh/c0u8xtokohql3m/AAAmhTGVxvu4exB_9tLU1Xh0a?dl=0
Lot Y - 1133 Chula Vista Avenue

ArcGIS Web Map

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, Minor Streets

Labels

Highways/Major Streets

City Boundary

Lot Y